

EXHIBIT C
to
PLAN OF UNION
Mountain Sky Conference
of The United Methodist Church

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is made effective as of July 1, 2018, between the Rocky Mountain Conference of The United Methodist Church ("Assignor"), a Colorado nonprofit corporation, and the Mountain Sky Conference of The United Methodist Church ("Assignee"), a Colorado nonprofit corporation.

RECITALS

The Rocky Mountain Conference agreed to a Plan of Union pursuant to which it will assign all of its assets to the Mountain Sky Conference, effective July 1, 2018; except for the permanent funds and all other pension assets of the Rocky Mountain Conference contemplated under ¶ 1509 of the 2016 *Book of Discipline*. Under the same Plan of Union, the Mountain Sky Conference of The United Methodist Church agreed to assume all debts, liabilities and obligations of the Rocky Mountain Conference; except that, pension responsibilities of the Rocky Mountain Conference shall remain with it pending completion of the work of the Joint Distributing Committee as contemplated under ¶ 1509 of the 2016 *Book of Discipline*.

TERMS

NOW, THEREFORE, in consideration of these matters and in trust for The United Methodist Church, the parties agree as follows:

1. Assignment. Assignor hereby agrees to assign, transfer and convey to Assignee all of its right, title and interest in all of its assets; except for its permanent funds and all other pension assets as contemplated under ¶ 1509 of the 2016 *Book of Discipline*.
2. Assumption. Assignee hereby agrees to assume all debts, liabilities and obligations of Assignor; except for its pension responsibilities as contemplated under ¶ 1509 of the 2016 *Book of Discipline*.
3. Effect. This Agreement shall not effect a corporate merger or consolidation without further action from the boards of directors of the Rocky Mountain and Mountain Sky Conferences.
4. Modification. This Agreement may not be modified, terminated or changed except by written agreement of the parties.
5. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement on [DATE].

ROCKY MOUNTAIN CONFERENCE

MOUNTAIN SKY CONFERENCE

By: _____

By: _____

By: _____

By: _____

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is made effective as of July 1, 2018, between the Yellowstone Conference of The United Methodist Church (“Assignor”), a Montana nonprofit corporation, and the Mountain Sky Conference of The United Methodist Church (“Assignee”), a Colorado nonprofit corporation.

RECITALS

The Yellowstone Conference agreed to a Plan of Union pursuant to which it will assign all of its assets to the Mountain Sky Conference, effective July 1, 2018; except for the permanent funds and all other pension assets of the Yellowstone Conference contemplated under ¶ 1509 of the 2016 *Book of Discipline*. Under the same Plan of Union, the Mountain Sky Conference of The United Methodist Church agreed to assume all debts, liabilities and obligations of the Yellowstone Conference; except that, pension responsibilities of the Yellowstone Conference shall remain with it pending completion of the work of the Joint Distributing Committee as contemplated under ¶ 1509 of the 2016 *Book of Discipline*.

TERMS

NOW, THEREFORE, in consideration of these matters and in trust for The United Methodist Church, the parties agree as follows:

1. Assignment. Assignor hereby agrees to assign, transfer and convey to Assignee all of its right, title and interest in all of its assets; except for its permanent funds and all other pension assets as contemplated under ¶ 1509 of the 2016 *Book of Discipline*.
2. Assumption. Assignee hereby agrees to assume all debts, liabilities and obligations of Assignor; except for its pension responsibilities as contemplated under ¶ 1509 of the 2016 *Book of Discipline*.
3. Effect. This Agreement shall not effect a corporate merger or consolidation without further action from the boards of directors of the Yellowstone and Mountain Sky Conferences.
4. Modification. This Agreement may not be modified, terminated or changed except by written agreement of the parties.
5. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement on [DATE].

YELLOWSTONE CONFERENCE

MOUNTAIN SKY CONFERENCE

By: _____
By: _____

By: _____
By: _____