

**DECLARATION OF TRUST OF THE
ENDOWMENT
OF THE GREEK ORTHODOX METROPOLIS OF ATLANTA**

As Amended at General Meetings on Apr. 2, 2011, and Mar. 17, 2012; Mar. 14, 2015; Nov. 12 2016;

This Trust Agreement (the "Agreement") is entered into to be effective as of this 19th day of October, 1999 by and among The Greek Orthodox Diocese of Atlanta (now officially the Greek Orthodox "Metropolis" of Atlanta) which is a division of the Greek Orthodox Archdiocese of America (the "Archdiocese"), the Council of the Metropolis on behalf of the Metropolis and the Board of Trustees created hereby. The original Trust Agreement established on the 19th day of October 1999 was a reflection of Diakonia Deca. Diakonia Deca was established in 1999 in order to retire the Metropolis debt and establish an Endowment for the support and maintenance of the Metropolis Ministries and needs. As a result of the dedicated work of the founding members of the Diakonia Deca and those who have come after them, debt management as originally contemplated by the 1999 Agreement is no longer necessary. The funds currently in the Endowment Account are there as a result of the hard work of Diakonia Deca members. The net income arising from those proceeds and future contributions can now be used exclusively for the support and maintenance of the Metropolis Ministries and needs.

SECTION 1. Name and Funding of Corpus.

The name of the trust created hereby (the "Trust") shall be the "GREEK ORTHODOX METROPOLIS OF ATLANTA ENDOWMENT TRUST FUND" and the accounts of the Trust shall be held in such name in totally segregated accounts which may not be commingled with any other funds or accounts of the Metropolis, Archdiocese or any other individual or entity. The initial corpus which shall be transferred to this Trust from the Metropolis represents funds contributed specifically for this Trust from donors, represents the second Five Thousand Dollars (\$5,000) contributed by Diakonia Deca donors or stewards as a part of their Ten Thousand (\$10,000) Diakonia Deca stewardship commitment. With the completion of the Diakonia Deca program in 2015, the total amount of all further contributions will become part of the Corpus of the Endowment Trust.

In addition, The Trust may receive and accept, subject to the provisions hereof, property, whether real, personal or mixed, by way of gift, transfer, bequest, devise or donation, from any person or entity, to be held, administered and disposed of in accordance herewith; provided, however, no gift, transfer, bequest, devise or donation shall be received or accepted if it is conditioned or limited in such a manner as to be outside the terms of this Agreement or interfere with the status of this Trust. All cash, property or other assets contributed or transferred to the Trust by donors shall collectively constitute the "Corpus" for purposes hereof.

SECTION 2. Perpetual Duration.

This Trust shall continue forever unless replaced by: (a) a newly established, separate Georgia nonprofit corporation which is organized by the Metropolis under Section 501 (c)(3) of the Internal Revenue Code, as amended (the "Code") for the sole purpose of replacing this Trust and performing the purposes of this Trust and subject to the same restrictions (the "Successor Transferee"); or (b) a new trust instrument which is drafted to perform the purposes generally set forth herein and which replaces this Agreement after being approved by the affirmative vote of two-thirds (2/3) of the "Board" (as defined in Section 4(a) hereof) present and voting at a duly constituted meeting of the Board which was called specifically for that purpose.

Notwithstanding the foregoing, if and to the extent that state law prohibits perpetual duration, the Trust shall not extend beyond the maximum period permitted under applicable state law, and, upon any termination hereof, all Corpus, "Earnings" (as defined in Section 3(a)) and other properties held by the Trust shall be distributed solely to the Metropolis to be maintained in a segregated Metropolis account for its eleemosynary and charitable activities consistent with the purposes hereof and the "Permitted Uses" (as defined in Section 3 hereof).

If the Board approves a transfer of the Corpus of the Trust to a Successor Transferee by at least a two-thirds (2/3) vote of those Trustees present and voting at a duly called meeting of the Board where the meeting notice indicates in advance that the issue of transferring the Corpus to a Successor Transferee is to be voted upon, then any such Successor Transferee shall, to the greatest extent practically possible, be subject to the same investment restrictions as set forth in Section 6 hereof and the same restrictions on the uses of Earnings as are set forth in Section 3 hereof.

SECTION 3. Purpose, Permitted Uses and Restrictions of Funds.

This Trust is created for educational, charitable, scientific and related tax exempt eleemosynary purposes which are generally carried on by entities which are exempt from federal income taxation. Specifically, this Trust is created to further the missions of the Metropolis, including financial support for selected ministries and programs, seminary internships, and Parishes experiencing temporary financial hardship. Notwithstanding anything herein to the contrary, the following restrictions apply:

(a) No portion of the Corpus of the Trust may be invaded, expended or distributed at any time (except as set forth in Sections 2 hereof), it being the intent of this Agreement that only the interest, income, dividends, distributions, earnings, capital gains and capital gains distributions earned or paid to the Trust each year on its Corpus (collectively, the "Earnings") shall be used for the Permitted Uses;

(b) No part of the Corpus, nor any Earnings thereon, shall inure to the benefit of, or be distributable to or commingled with other funds or property of, the Metropolis, or any Trustee, member of the "Investment Committee" (as defined in Section 5 hereof) or

other individual or entity (except for permitted mutual fund investments as set forth in Section 6(c) hereof and except for the Permitted Uses);

(c) The Trust shall not engage in carrying on propaganda or otherwise attempt to influence legislation nor participate in nor intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office;

(d) The Trust shall not: (i) engage in any act of self-dealing as defined in Section 4941 (d) of the Code; (ii) retain any excess business holdings as defined in Section 4943(c) of the Code; (iii) make any investments in such a manner as to subject it to tax under Section 4944 of the Code; nor (iv) make any taxable expenditures as defined in Section 4945(d) of the Code; and

(e) Notwithstanding anything herein to the contrary, the Trust shall not carry on any activities not permitted to be carried on by an organization which is exempt from federal income taxation under the Code.

SECTION 4. Number, Election, General Duties and other Provisions Regarding the Trustees.

(a) The Board of Trustees (the "Board") shall consist of: (i) the Metropolitan of the Metropolis, who shall automatically serve as Chairman of the Board; (ii) the Chancellor of the Metropolis; (iii) the then-current Vice Chairman of the Metropolis Council; (iv) the then-current Treasurer of the Metropolis Council; (v) the then-current President of the Metropolis Ladies Philoptochos Society of her designee; (vi) twelve (12) individuals who shall be appointed by the Metropolitan.

The twelve (12) appointees will be appointed for three (3) year terms, with four (4) Trustees appointed for a new three (3) year term each year. Any vacancies which occur during a Trustee's term shall be filled by the Metropolitan for the remaining unexpired portion of such term.

(b) The Board shall be charged with the duty and authority to manage this Trust, invest the Corpus, distribute the Earnings and to keep intact and preserve the Corpus of this Trust, all in accordance with the terms of this Agreement. The Board shall establish all investment policies of this Trust in accordance with the provisions and restrictions set forth in this Agreement.

(c) Annually, the Board shall elect separate Trustees to serve as the Board's President, Vice President, Secretary and Treasurer, who shall serve for a term of one (1) year or until his or her successor is duly elected and qualified. The President shall convene and preside over meetings of the Board. The Vice President shall act on the President's behalf when the President is not present or designates the Vice President to act on his/her behalf. The Treasurer shall receive, deposit and distribute the Corpus and Earnings of the Trust in accordance with this Agreement and the decisions of the Board. The Secretary shall keep minutes of the meetings of the Board, provide notices

and issue other correspondence on behalf of the Trust and the Board. These officers shall also have such other duties as may be assigned by the Board from time to time. The Board may from time to time elect or appoint other officers and committees as the Board shall deem necessary or appropriate.

(d) No Trustee shall be permitted to vote on any Board matter by proxy. No Trustee or member of the Investment Committee may receive any compensation for services performed pursuant hereto. The Board shall meet when called to a meeting in writing by the Chairman, President, Secretary or four (4) Trustees. The Board shall meet at least once annually. At least one-half (1/2) of the Trustees then in office shall constitute a quorum for purposes of meetings of the Board. Except as otherwise set forth herein or under applicable law, the act of the majority of the Trustees present at any meeting duly constituted and noticed in accordance herewith at which a quorum is present at the time, shall be the duly authorized act of the Board. Board meetings may take place via telephone conference call. Any Board action may be taken without a meeting if a written consent setting for the action to be taken shall be signed by all Trustees duly serving.

SECTION 5. Investment Committee.

The Board shall appoint an Investment Committee, which shall consist of no more than seven (7) individuals, one (1) of whom shall be the Treasurer of the Board, and all of whom shall serve at the will and pleasure of the Board. At least fifty percent (50%) of the members of the Investment Committee must be Trustees. All members of the Investment Committee should be selected as a result of their particular knowledge and experience in the areas of investments, finance or fields related to the activities which will be conducted by this Trust. The Investment Committee shall deliver to all Trustees written reports regarding the complete status of the Corpus, Earnings, transactions and investments of the Trust no less frequently than semiannually.

SECTION 6. Investment Restrictions.

All Corpus, funds, investments, securities and other properties held at any time by the Trust shall be managed and invested at all times in accordance with the "prudent man standard" and with the primary objectives of capital preservation and long term total return maximization. Notwithstanding anything herein to the contrary, the following investment limitations shall apply:

(a) All or any portion of the Trust assets may be invested in either: (i) securities, notes, bills or obligations of the United States Government or agencies whose instruments are backed by the full faith and credit of the United States Government; or (ii) certificates of deposit which are fully insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation, all of which Sections 6(a)(i) and (ii) investments should be divided into "ladders" of different maturity dates;

(b) Not more than fifty percent (50%) of the fair market value of the Trust assets may be invested in high grade corporate bonds in any of the top three rating categories established by either Standard & Poors Corporation or Moody's (i.e., A, AA, AAA; or A, Aa, Aaa, one grade higher than bank grade) or some such similar ratings (collectively, the "Approved Bond Ratings"); provided, however, at no time is the Trust authorized to acquire any corporate bonds which are rated lower than the Approved Bond Ratings, and if the rating of any corporate bonds held by the Trust deteriorates below the Approved Bond Ratings, the Board should make every reasonable effort to sell such nonconforming bonds as soon as practicably possible without realizing a significant loss in value;

(c) Not more than seventy-five percent (75%) of the fair market value of Trust assets may be invested in publicly traded, high quality equity securities with a primary emphasis on preservation of capital and long term total return maximization; The equity securities ("Equities") within the guidelines of quality, marketability and diversification mandated by prudent investment standards and any controlling laws. All Equities must be publicly traded on a recognized national exchange or the over-the-counter market and may not include lettered stock or securities issued after private placements;

(d) As a part of the up to seventy-five percent (75%) of fair market value of Trust assets which may be invested in public equity securities as set forth in Section 6(c) hereof, the Trust assets may be invested in one or more no-load mutual funds registered with the Securities & Exchange Commission (the "Mutual Funds") which invest in publicly traded equity securities and which are rated by any of the nationally recognized rating agencies as "lowest risk", "high performance" and carry the recommendation "buy" or some such similar ratings (collectively, the "Approved Mutual Fund Ratings"); provided, however, at no time is the Trust authorized to acquire any Mutual Funds which are rated lower than the Approved Mutual Fund Ratings, and if the rating of any Mutual Funds held by the Trust deteriorate below the Approved Mutual Fund Ratings, the Board should make every reasonable effort to sell such nonconforming Mutual Funds as soon as practicably possible without realizing a significant loss in value;

(e) At no time may the Trust acquire investments such that greater than: (i) five percent (5%) of the fair market value of the Trust's aggregate assets are invested in the corporate bonds, equity securities or other permitted investment vehicles of anyone issuer (except for Mutual Funds pursuant to Section 6(d) and except as set forth in Section 6(a) hereof); or (ii) twenty-five percent (25%) of the fair market value of the Trust's aggregate assets are invested in anyone industry Standard Industrial Classification group; provided, however, that if due to market value fluctuations the above percentage limitations are exceeded, the Board shall have a reasonable period of time, not to exceed six (6) months, to make the appropriate adjustments in the Trust's portfolio in order to bring it in compliance. with the limitations set forth herein;

(f) The Trust may not engage in short selling of securities nor create any debt on behalf of the Trust, including specifically, without limitation, the practice known as margin trading; and

(g) The Trust is not authorized to acquire or invest in any form or fashion in real property of any kind; provided, however, the Trust is authorized to receive, as a part of the Corpus, contributions of real property which the Board should make every reasonable effort to sell as soon as practicably possible at the highest possible value with the proceeds becoming a part of the Corpus.

SECTION 7. Powers of the Board and Investment Committee.

In the administration of this Trust and the Corpus, the Board shall have all the powers and authority necessary or available to carry out the purposes of this Trust, and without limiting the generality of the foregoing, shall have the powers and authority set forth in this Agreement, all subject, however, to the condition that no power or authority shall be exercised by the Board in any manner or for any purpose whatsoever which may not be exercised by an organization which is tax exempt, or by an organization to which donations are deductible from taxable income to the extent allowed by the provisions of the Code and other applicable legislation and regulations as they now exist or may hereafter be amended. The Board hereby authorizes the members of the aforesaid Investment Committee to perform the following functions, subject to the provisions hereof:

(a) To receive and collect the Earnings and to either reinvest same as a part of the Corpus or turn over to the designated payee thereof for Permitted Uses as approved by the Board in accordance herewith;

(b) To invest and reinvest the Corpus, and in connection therewith, to purchase, subscribe for, retain and otherwise manage securities and other investments, all as set forth and restricted herein, but under no circumstances to expend such Corpus, except as otherwise authorized herein;

(c) To exercise any conversion privilege or subscription right available in connection with any securities or other property at any time held in accordance herewith;

(d) To consent to the reorganization, consolidation, merger or readjustment of the finances or the sale, mortgage, pledge, or lease of the property of any corporation, company, or association any of the securities of which may be at any time held by the Trust;

(e) To register any securities held by them hereunder in the name of the Trust, or, to the extent permitted by law, in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity and to hold any securities in unregistered form," subject to reasonable security and accountability measures; and

(f) To vote in person or by proxy all equities or other securities held as a part of the Corpus, and to agree to or take any other action in regard to any reorganization,

merger, consolidation, bankruptcy or other procedure or proceeding affecting any stock, bond, note or other security.

SECTION 8. Investment Committee Reports.

The Investment Committee shall render a written report at each meeting of the Board describing the activities of the Trust since the prior meeting of the Board, as well as a comprehensive listing of its assets and investments.

SECTION 9. Trustee Liability.

No Trustee or member of the Investment (Committee shall be answerable for loss in investments made in good faith, in accordance with the limitations set forth herein and without knowledge as to any fraud or other illegal or improper activity or motive. No Trustee or member of the Investment Committee shall be liable for the unknown and unauthorized acts or omissions of any other Trustee, Investment Committee member or of any accountant, agent, counselor custodian selected with reasonable care. Each Trustee and member of the Investment Committee shall be fully protected in acting upon any instrument, certificate or paper, reasonably believed by him in good faith to be genuine and to be signed or presented by the proper person or persons. To the greatest extent permitted under applicable law, the Trustees and members of the Investment Committee shall: (i) be relieved of any liability to the Trust, Metropolis, Archdiocese or any other individual or entity for any actions taken (or omitted to be taken), or decisions made, which he or she believed to be in the best interests of the Trust; and (ii) be indemnified and held harmless by the Trust and Metropolis from any suits, legal proceedings, judgments, damages, expenses (including, court costs and attorneys' fees) or claims of any kind arising from a Trustee's service on the Board or Investment Committee or any actions taken (or omitted to be taken), or decisions made, which he or she believed to be in the best interests of the Trust.

SECTION 10. Past Presidents' Emeritus Status.

All past Presidents of the Trust, upon completion of their term(s) of office, if they are no longer serving on the Board, shall be given Emeritus Status with all the privileges and rights accorded to members of the Board of Trustees, except for the right to vote.

SECTION 11. Interpretation.

No provision of this Agreement, or the Trust created hereby, shall be deemed or declared illegal, invalid, or unenforceable by reason of any other provision or provisions of this Agreement or Trust being adjudged or declared illegal, invalid, or unenforceable by any court or governmental agency or entity of competent jurisdiction. In the event of anyone or more of the provisions of this Agreement or Trust being declared or adjudged illegal, invalid or unenforceable, each and every other provision or provisions will remain in full force and effect as if those so declared or adjudged to be illegal, invalid or unenforceable had never been contained herein. This Agreement, and the Trust created hereby, shall be governed by and construed in accordance with the laws of the State of

Georgia.

SECTION 12. Amendment.

This Agreement may be amended by a written instrument approved by the Board at a duly called meeting for that purpose provided that:

(a) the proposed amendment is mailed to the Board, along with the meeting notice, at least twenty (20) days in advance of such meeting; and (b) the amendment is approved at such meeting by the affirmative vote of at least seventy-five percent (75%) of all Trustees then serving on the Board.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written by the Metropolitan of the Metropolis and on behalf of the Trustees and by the duly authorized officers of the Diocesan Council and Board.

[The original signers of the October 19, 1999 Trust Agreement are below.]

By: His Eminence
Bishop Alexios of Atlanta

By: Harry Cavalaris, Chairman
of the Diocesan Council

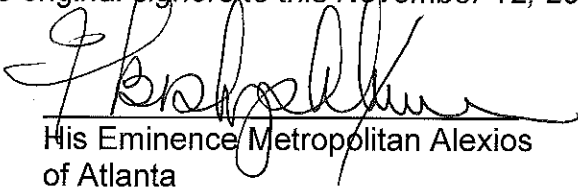
By: Eula Carlos, Diakonia Deca
Endowment Board of Trustees

By: Theodora Campbell, Diakonia Deca
Endowment Board of Trustees

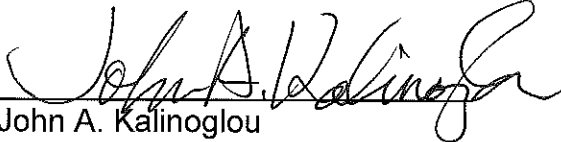
Attest: William B. Marianes, Legal
Counsel of the Diocese and
Acting Secretary of the Diakonia
Deca Board of Trustees


Attest: George Skoufis, Treasurer
of the Diocese and acting
Treasurer of the Diakonia
Deca Board of Trustees


[The original signers to this November 12, 2016 Amendment are below.]

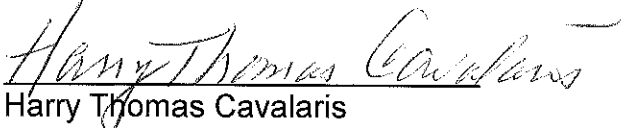
By: 
His Eminence Metropolitan Alexios
of Atlanta

By: 
Nick Moraitakis
Vice Chairman Metropolis of
Atlanta Council

By: 
John A. Kalinoglou
Chairman Metropolis of Atlanta
Diakonia Deca Endowment

By: 
Steven Doulaveris
Vice Chairman Metropolis of
Atlanta Diakonia Endowment

By: 
Mr. George Skoufis
Treasurer Metropolis of Atlanta
Diakonia Endowment

By: 
Harry Thomas Cavalaris
Secretary Metropolis of Atlanta
Diakonia Endowment