

# INVESTMENT SERVICE FUND PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into at Fishers, Indiana, by and between:

\_\_\_\_\_ (hereinafter referred to as “Participant”), and Heartland Methodist Foundation, a nonprofit corporation duly organized and existing under the laws of the State of Indiana, with its principal office located at 8401 Fishers Center Drive, Fishers, Indiana 46038, (hereinafter referred to as “Foundation”). This Agreement is dated as of the date it is accepted by the Foundation as set forth below.

## TERMS AND CONDITIONS

1. Participant has or will transfer to the Foundation, as the Trustee of the United Methodist Foundation of Indiana, Inc., *Investment Service Fund*, the property (hereafter the “Property”) listed on the New Account Opening Form (which is made a part hereof).
2. The Property is owned by the Participant and control of the Property remains with the Participant. The Property is held by the Foundation in a custodial capacity only for investment purposes.
3. Participant requests that the Property be placed in the Fund designated on the “New Account Opening Form” for each account created on the next applicable Valuation Date after the Foundation’s acceptance of this Participation Agreement.
4. Foundation shall invest and reinvest the Property in compliance with Participant’s written instructions. The Participant may choose to allocate the Property among the investment options offered by the Foundation, including, but not limited to one or more common investment funds maintained by the Foundation. Foundation shall furnish Participant an account statement in accordance with the Information Statement showing status and earnings of the Property.
5. The Foundation is not registered as an investment adviser and does not provide investment advice to the Participant on the common investment funds or investment portfolios.
6. Participant acknowledges receipt of the *Investment Service Fund* Participation Agreement (hereinafter referred to as the “Trust Agreement”) and agrees to its terms and conditions. In addition, Participant acknowledges receipt of the Information Statement describing the *Investment Service Fund* and its activities.
7. Participant acknowledges that it has received and reviewed the Statement of Investment Policy, Objectives and Guidelines of the Foundation and that it, or its representatives, possesses such knowledge and experience in investments of this type to evaluate the risks and merits of the investment options made available by the Foundation. The Participant acknowledges that the Foundation does not guarantee the results of its investment strategies. Past investment performance history of the investment portfolios, common investment funds or other investment options, is neither an indicator nor a guarantee of future performance.

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8. Participant represents that it is recognized as exempt from federal income tax under §501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), as amended, and is one, or more, of the following: (i) a local church affiliated with The United Methodist Church or other similarly inclined Wesleyan based churches or denominations or (ii) an official organization that is affiliated with a The United Methodist Church or other similarly inclined Wesleyan based churches or denominations or (iii) an entity which is described in §501(c)(3) and §501(a)(1) or §501(a)(2) of the Code and has a financial or structural relationship to The United Methodist Church or other similarly inclined Wesleyan based churches or denominations.
9. The undersigned represents and warrants that Participant has full authority to enter into this Participation Agreement and to transfer the Property. It further represents and warrants that the execution of the Participation Agreement and the transfer of the Property have been duly authorized by the Participant’s governing body.
10. The Foundation agrees to administer the Property in accordance with the terms and conditions of the Trust Agreement. The Foundation shall hold, manage, invest, reinvest, and otherwise deal with the Property, and any income therefrom solely in accordance with the terms and provisions of the Trust Agreement. The Participant shall have only such rights with respect to the Foundation and the Property as are granted to a Participant under the Trust Agreement.
11. Participant acknowledges that the Foundation will receive fees in accordance with the fee schedule contained in the Information Statement accompanying this Agreement as noted below. The fee is based on the market value of the assets under management at the end of each month as outlined in the Information Statement. All fees shall be payable from the assets invested by the Participant with the Foundation.
12. It is agreed by the Participant that the provisions of any amendments to the Trust Agreement, duly adopted in accordance with the Trust Agreement, automatically shall become and form a part of the provisions of this Participation Agreement.
13. Either the Participant or the Foundation shall have the right at any time to revoke and terminate this Participation Agreement by giving written notice thereof to the other party. However, the distribution of any money or other property to the Participant pursuant to such revocation and termination shall be made only in such form, at such time or times, and subject to the provisions relating to withdrawals under the Trust Agreement.
14. The Participant may transfer additional assets to the Foundation as Trustee of the *Investment Service Fund*. If accepted by the Foundation, any such assets transferred shall be subject to the terms and conditions of the Trust Agreement.
15. Any capitalized terms used in this Agreement, which are not defined herein, shall have the meaning ascribed to them in the Trust Agreement.
16. The Participant represents that it is participating in the *Investment Service Fund* for its own investment purposes and acknowledges that it will not be able to transfer, assign, pledge, mortgage, encumber or in any way alienate its interest in the *Investment Service Fund*.

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IN WITNESS WHEREOF, the Participant and Foundation have executed or caused to be executed this Agreement as set forth below.

Participant hereby acknowledges having received a copy of the Information Statement, Statement of Investment Policy, Objective and Guidelines and Trust Agreement.

\*B. Participant \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

\*C. Executed by (Two signatures required)

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

\*D. Accepted by Heartland Methodist Foundation, TRUSTEE, 8401 Fishers Center Drive, Fishers, IN 46038

By \_\_\_\_\_ Date \_\_\_\_\_  
Manet Shettle, President

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When the participant has completed all information and the new account is accepted by the Foundation, the Foundation will return a copy of this Agreement to the Participant. Future deposits should be made ONLY on regular deposit forms.

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## INSTRUCTION SHEET

**This form maybe filled out on-line before printing. Type in each space and tab to the next space  
A separate Participation Agreement is to be completed for each organization.**

- A. On Page 1 in the opening paragraph, fill in the full legal name of the participating church, agency, foundation, etc.
- B. On Page 3 where it says "PARTICIPANT," fill in the full legal name of your church or agency, along with mailing address and phone number.
- C. Two signatures are required. These should be persons authorized to conduct business on behalf of the organization.
- D. The Foundation President's signature will indicate acceptance of the Participation Agreement. This will be signed after you have completed the form and returned it to the Foundation with an initial deposit. A copy of the signed form will then be returned to you.

### SEPARATE NEW ACCOUNT OPENING FORM

- A. A New Account Opening form must be completed for each new fund created for an organization
- B. On the separate New Account Opening Form, you will fill in the New Account Information, including the organizations name, address, phone number, account title (for example, Building Fund, Endowment Fund, The Smith Endowment Fund, etc.), and the amount of the initial deposit. You should use a name meaningful to you. The account should not include the participant's name. For example, "The Pleasantville First United Methodist Church - John Smith Missions Fund" is too long a name. Just use John Smith Missions Fund.
- C. Indicate up to three individuals authorized to request distributions on the account. Consider availability as well as adequate controls when selecting the individuals. Print the Name and have each provide their signature.
- D. Indicate up to three individuals authorized to request information on the accounts. These may be the same three individuals or different individuals as those authorized to request distributions.
- E. In the Asset Allocation section, indicate the percentage of each deposit to invest in each fund: Money Market, Fixed Income Fund, Multiple Asset, Global Allocation, Social Values Plus or Global Equity. Each account may be invested in any combination of the six funds.

Example:

Money Market Fund	\$ _____
Fixed Income Fund	\$ _____
Multiple Asset Fund	\$ <u>50%</u>
Global Allocation Fund	\$ <u>30%</u>
Global Equity Fund	\$ <u>20%</u>

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- F. Indicate up to three individuals authorized to receive account statements. These individuals may also create on-line access using their individual account access. Include the address to which they want the statements mailed and the frequency and type of statement needed. Consolidated statements will include detailed information on all accounts associate with the organization.

We hope these instructions help clarify most questions you may have in completing the Participation Agreement. Of course, you are encouraged to call the Foundation with any questions you may have at 317-788-7879 or 877-391-8811.

Mail this completed form to: Heartland Methodist Foundation.  
8401 Fisher Center Drive, Fishers, IN 46038