

## SUBSCRIPTION AGREEMENT (VARIABLE-RATE) FOR CHURCHES/AGENCIES

This Subscription Agreement (the "Agreement") is made by and between the Rocky Mountain United Methodist Foundation, Inc., a Colorado non-profit corporation (the "Foundation"), administrator of the Methodists Helping Methodists Fund (the "Fund"), and the undersigned prospective investor who is subscribing for Variable-Rate Investment Accounts of Participation (the "Variable-Rate Investment Accounts") in the Fund to be issued by the Foundation pursuant to the Offering Circular, as amended from time-to-time and including all exhibits and attachments thereto (collectively, the "Offering Circular").

The undersigned hereby irrevocably subscribes for and agrees to purchase Variable-Rate Investment Accounts in the principal amount indicated on the signature page hereof. Simultaneously with the execution of this Agreement, the undersigned is making the payment set forth on the signature page (the "Payment"), in the form of a check, money order, banker's draft or wire transfer made payable to or deposited into the account of the Methodists Helping Methodists Fund.

The undersigned hereby represents and warrants to the Foundation as follows:

A) The Variable-Rate Investment Accounts are being purchased for the undersigned's own account for investment purposes only, not for the account of any other person and not with a view to distribution, assignment or resale to others.

B) The undersigned has been furnished with and has carefully read the Offering Circular, including but not limited to the information disclosed under "Risk Factors." The undersigned is familiar with and understands the terms and condition of the Investment Accounts, the terms of this Offering and the proposed activities of the Methodists Helping Methodists Fund (the "Fund"). The undersigned has been afforded the opportunity to discuss the Variable-Rate Investment Accounts and the proposed activities of the Fund with its representatives and to obtain all additional documents and information requested by the undersigned relating to the Variable-Rate Investment Accounts.

C) The undersigned agrees to look only to those assets of the Fund for repayment of the principal amount of the Variable-Rate Investment Accounts and interest thereon. Such assets will consist solely of payments received by the Fund with respect to Mortgage Loans made by it, as well as the investments and cash reserve that the Fund intends to maintain with respect to the Investment Accounts, all as more fully described in the Offering Circular.

D) With respect to tax and other financial considerations involved in this investment, the undersigned is not relying on any advice or opinions from the Foundation or any person acting on its behalf. The undersigned has carefully considered and has, to the extent the undersigned believes appropriate, discussed with his or her legal, tax, accounting and financial advisors the suitability of an investment in the Variable-Rate Investment Accounts for his or her particular tax and financial situation and has determined that the Variable-Rate Investment Accounts for which the undersigned is subscribing are a suitable investment.

E) The undersigned will indemnify and hold harmless the Foundation and any officer, employee, director, member, control person, agent or representative of the Foundation who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, by reason of or arising from any breach of the undersigned's warranties, covenants or agreements set forth herein against losses, liabilities and expenses for which any such indemnified person actually and reasonably incurred by the Foundation or such person in connection with such action, suit or proceeding.

F) This agreement shall be enforced, governed, and construed in all respect in accordance with the law of the State of Colorado, shall be binding upon the undersigned, the undersigned's heirs, estate, legal representatives, successors and assigns and shall inure to benefit of the Foundation, its successors and assigns.

\_\_\_\_\_ Initial(s)

G) Please indicate how you wish to receive your interest payments:  
\_\_\_\_\_ by ACH directly to your checking/savings account (provide a cancelled check)  
or  
\_\_\_\_\_ an increase in the principal amount of the account (default option)

H) We wish to subscribe, as follows, on behalf of the United Methodist Church named below.

Principal amount of Variable-Rate Account subscribed for \$ \_\_\_\_\_

Dated \_\_\_\_\_ (month, day, year)

**Authorization of Investment**

This certifies that the Administrative Board/Council of the \_\_\_\_\_

United Methodist Church, at \_\_\_\_\_

\_\_\_\_\_ (address, city, state, zip)

adopted the following resolution: Resolved that members of the \_\_\_\_\_ Committee

authorize that \$ \_\_\_\_\_ be invested in Investment Account in the "Methodists Helping

Methodists" Fund, issued by the Rocky Mountain United Methodist Foundation, Inc.

Dated \_\_\_\_\_ (month, day, year)

Signed:

\_\_\_\_\_ (date)

Chair, Ad Board/Council

\_\_\_\_\_ (date)

Senior Pastor

\_\_\_\_\_ (date)

Church Treasurer

\_\_\_\_\_ (date)

Chair, Finance or Endowment Committee

Accepted this date \_\_\_\_\_

Rocky Mountain United Methodist Foundation, Inc.

A Colorado non-profit corporation on behalf of the

Methodists Helping Methodists Fund

By: \_\_\_\_\_

Executive Director