

**THE MISSISSIPPI UNITED METHODIST FOUNDATION, INC.  
INVESTMENT CUSTODIAL AGREEMENT**

This Investment Custodial Agreement (the “Agreement”) is made and entered into, effective as of \_\_\_\_\_, by and between The Mississippi United Methodist Foundation, a Mississippi nonprofit corporation, (hereinafter the “Foundation”), whose mailing address is P.O. Box 2415, Ridgeland, MS 39158-2415, and the \_\_\_\_\_, (hereinafter the “Participant”), whose mailing address is \_\_\_\_\_, \_\_\_\_\_.

Participant has or will transfer to the Foundation certain assets to be held and invested in accordance with the terms of this Agreement and Participant Application(s). The assets so transferred, together with any additional assets transferred to the Foundation by Participant for management under this Agreement (collectively, the “Asset”), will be held and invested in accordance with the following terms and conditions:

1. The Asset is owned by the Participant and control of the Asset remains with the Participant. The Asset is held by the Foundation in a custodial capacity only for investment purposes and not as a trust.
2. Foundation shall invest and reinvest the Asset in compliance with Participant’s written instructions. The Participant may choose to allocate the Asset among the investment options offered by the Foundation. Until written instructions are received, the Foundation shall invest the portion of the Asset for which instructions have not been received in its Short Term Fund. Foundation may employ consultants and advisors concerning management of the Asset and its common investment funds or investment portfolios. Foundation shall furnish Participant an account statement showing status and earnings of the Asset. Foundation shall pay income, or make distribution, on the Asset in accordance with the written directions of the Participant and the then current policies of the Foundation. Foundation shall at all times hold and administer the Asset in accordance with the terms of Foundation’s applicable Statement of Investment Policy, Objectives, and Guidelines, as the same may be modified by the Foundation from time to time. The Foundation is not registered as an investment adviser and does not provide investment advice to the Participant or the common investment funds or investment portfolios. Investment advice, if any, to the Participant or the common investment funds or investment portfolios is provided only by the separately compensated professional investment managers engaged by the Foundation to manage the common investment funds and investment portfolios, which managers are registered investment advisers under federal and/or state law or are exempt from such registration.
3. Participant in the Long Term Fund acknowledges that the Foundation will receive fees in accordance with the applicable fee schedules contained in the “Investment Information” with applicable supplement(s) attached hereto. The fee is based on the market value of the assets under management on the last day of the previous quarter in the year. The quarterly fee is calculated by applying the annual fee percentage to the total market value of the Asset, multiplied by a fraction, the denominator of which is the number of days in the applicable year and the numerator of which is the number of days during which such assets were invested in the

applicable quarter. All fees shall be payable from the assets invested by the Participant with the Foundation.

4. Participant or Foundation may cancel this Agreement at any time by a 30 day advance written notice. Long Term Funds will be held by the Foundation until either December 31 or June 30 in accordance with the "Investment Information".
5. The Agreement shall be governed by and interpreted in accordance with laws of the State of Mississippi.
6. Participant represents that it is recognized as exempt from federal income tax under §501(c)(3) of the Internal Revenue Code of 1986, as amended, and is one, or more, of the following: (i) a general agency of The United Methodist Church; or (ii) an official United Methodist organization affiliated with The Mississippi Annual Conference of the United Methodist Church, Inc.; or (iii) an official United Methodist organization that is or could be included within the United Methodist Church's group exemption ruling issued by the Internal Revenue Service; or (iv) an entity outside of The United Methodist Church, which is described in §501(c)(3) or §509(a)(1 or 2) of the Code and has a financial or structural relationship to The United Methodist Church as defined in its then-current Book of Discipline.
7. Participant acknowledges that the entirety of the Asset consists only of one or more of the following: (1) assets of the general endowment fund or other funds of one or more charitable organizations; (2) assets of a pooled income fund; (3) assets of a charitable remainder trust or of any other trust in which the remainder interests are irrevocably dedicated to any charitable organization; or (4) assets of a charitable lead trust. The Participant warrants that none of the assets transferred by the Participant to the Foundation are held for retirement plans.
8. Participant acknowledges that it has received and reviewed the applicable Statement(s) of Investment Policy, Objectives, and Guidelines of 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 also acknowledges that it has received and read the Foundation's "Investment Information" with applicable supplement(s) listed below as attachments hereto, that describe the material terms of operation of the investment portfolios and common investment funds offered by the Foundation. The Foundation will update or supplement the information contained in such documents as necessary. 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.
9. All notices and requests after the date of this Agreement shall be deemed to have been duly given if in writing and delivered or sent by certified or registered mail, return receipt requested, to the respective addresses set forth at the beginning of this Agreement.
10. The Participant is prohibited from assigning, encumbering or otherwise transferring its interests in the investment portfolios, common investment funds or any other investment option made

available by the Foundation under the terms of this Agreement. This paragraph shall not affect the Participant's right to distributions as provided elsewhere in this Agreement.

11. In consideration of the services provided in this Agreement, Participant agrees to release and hold harmless Foundation, its officers, directors and employees for any errors or omissions that may occur in relation to Foundation's good faith performance of its duties. In particular and without limitation, Participant acknowledges that it understands that the Asset is subject to gains or losses due to market conditions, the economy and the performance of particular investments, and agrees to, and hereby does, release and hold the Foundation harmless from any claims that Participant might have in the future arising out of such errors or omissions.

IN WITNESS WHEREOF, this Investment Custodial Agreement has been executed by Foundation and Participant effective as of the date first written above.

**PARTICIPANT:**

Name of Participant: \_\_\_\_\_  
(set forth at the beginning of this Agreement )

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

**FOUNDATION:**

The Mississippi United Methodist  
Foundation, Inc.  
P. O. Box 2415  
Ridgeland, MS 39158-2415

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



# THE MISSISSIPPI UNITED METHODIST FOUNDATION, INC.

## LONG TERM FUND PARTICIPANT APPLICATION

(Please complete separate applications for each new account)

**Return originals of the following forms for each new account to PO Box 2415, Ridgeland, MS 39158:**

- \_\_\_\_\_ Custodial Agreement
- \_\_\_\_\_ Participant Application
- \_\_\_\_\_ Signature Form
- \_\_\_\_\_ Direct Deposit Authorization (*optional*)

Name of Investor/Investing Organization: \_\_\_\_\_ (“Participant”)

Address: \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Total Amount of Investment:** \$ \_\_\_\_\_ **Account Description:** \_\_\_\_\_

**NOTES:** \_\_\_\_\_

**Choose processing for earned income:** \_\_\_ Reinvest *or* \_\_\_ Distribute

Earnings distributions that equal or exceed \$100 are ordinarily paid quarterly. If you prefer a different schedule, please indicate below. Earnings distributions of less than \$100 will be paid at least annually.

**Select a different schedule for Long Term Fund Distribution distributions equal to or exceeding \$100:**

- \_\_\_\_\_ Annually (Choose one: \_\_\_ January \_\_\_ April \_\_\_ July \_\_\_ October),
- \_\_\_\_\_ Semi-annually (Choose one: \_\_\_ January/July \_\_\_ April/October) *or*
- \_\_\_\_\_ Quarterly

**Choose method for calculating distribution amount:** \_\_\_ Income *or* \_\_\_ Distribution Plan (see Voluntary Distribution Plan Guidelines in your account packet or on our website)

**If you chose a distribution plan, indicate rate to used:** \_\_\_\_\_ Foundation distribution rate  
 \_\_\_\_\_ other rate (enter rate) \_\_\_\_\_%

**Choose distribution method for income or withdrawals:** \_\_\_ Direct Deposit (complete Direct Deposit authorization form)  
 \_\_\_ Check  
 \_\_\_ Transfer to another Foundation account \_\_\_\_\_

**Choose method for receiving statements:**

\_\_\_\_\_ Mail statements to the above address *or* \_\_\_\_\_ Email statements to: \_\_\_\_\_

I, the undersigned, am duly authorized to execute this application on behalf of Participant referenced above. I certify that Participant has read, understood and agreed to all statements in the accompanying documents of The Mississippi United Methodist Foundation, Inc.:

Signature \_\_\_\_\_ Print Name and Position \_\_\_\_\_ Date \_\_\_\_\_

This application is subject to specified written notification requirement and conditions as set forth in Investment Custodial Agreement.

<b>For Office Use Only</b>			
<b>Date Received</b>		<b>Deposit</b>	
<b>Account Number</b>		<b>Confirmed by:</b>	

The Mississippi United Methodist Foundation, Inc.

PO Box 2415

Ridgeland, MS 39158-2415

Phone: 601-948-8845 Fax: 601-360-0843 Email: billie@ms-umf.org

**Signature Form**

(Please Type or Print)

Investor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account Name: \_\_\_\_\_

1. Name, signature and position of person or persons authorized to withdraw funds from the account named above. (Please list all persons authorized to withdraw funds.)

\_\_\_\_\_  
Signature    Type or Print Name    Type or Print Position

\_\_\_\_\_  
Signature    Type or Print Name    Type or Print Position

\_\_\_\_\_  
Signature    Type or Print Name    Type or Print Position

\_\_\_\_\_  
Signature    Type or Print Name    Type or Print Position

2. The number of signatures required to withdraw funds from the account named above is \_\_\_\_\_.

**3. Certification**

I hereby certify that the person or persons listed above are authorized by the Administrative Council/Board, Trustees or Board of Directors to withdraw funds from the account named above.

\_\_\_\_\_  
Signature of Agency Secretary    Type or Print Name    Date

FOR OFFICE USE ONLY					
Date Received		Date Updated		Updated By	

The Mississippi United Methodist Foundation, Inc.  
P. O. Box 2415, Ridgeland, MS 39158-2415  
Phone: 601-948-8845 Fax: 601-360-0843

## Direct Deposit Authorization Agreement

**List all Account Names and Account Numbers you have with The Foundation for Direct Deposit of Distributions (withdrawals, income distributions, etc), from:**

\_\_\_\_\_  
Foundation Account Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Foundation Account Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Foundation Account Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Foundation Account Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Foundation Account Name

\_\_\_\_\_  
Account Number

**I authorize The Mississippi United Methodist Foundation, Inc. and the financial institution listed below to electronically deposit distributions to my:**

Checking     Savings Account

Business     Personal

\_\_\_\_\_  
Name of Bank to Receive your Deposit

\_\_\_\_\_  
Branch (if any)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Bank Account Number to receive Deposit

\_\_\_\_\_  
Bank Transit/ABA Number

**If monies to which I am not entitled are deposited to my account, I authorize The Mississippi United Methodist Foundation, Inc. to direct the financial institution to return said funds. This authority will remain in effect until I have filed a new authorization, or until revoked by me in writing.**

\_\_\_\_\_  
(Please Print) Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please staple to this form a voided check to verify bank account information for deposits into a Checking Account or a deposit slip for deposits into a Savings Account.**