



MINISTRY FUND INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2015, between _____, hereinafter referred to as the "CHARITY", and MENNONITE BRETHERN FOUNDATION, Hillsboro, Kansas, hereinafter referred to as "FOUNDATION".

WHEREAS, the CHARITY wishes to have FOUNDATION manage certain assets on its behalf, and FOUNDATION has agreed to manage those assets subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The CHARITY has this day delivered to FOUNDATION certain assets, all of which shall be placed into the _____ Fund, which is hereby established by the CHARITY and FOUNDATION (originally funded _____). All such assets, along with (a) all income, receipts, appreciation and proceeds therefrom, (b) all substitutions therefore, and (c) any other assets added to such fund by the CHARITY pursuant to the terms of this agreement (hereinafter referred to in total as the "Fund Assets") are held in accordance with the terms and conditions of this Agreement.
2. The CHARITY hereby constitutes, appoints and designates FOUNDATION as its Agent for the investment of the Fund Assets, but it is agreed that the CHARITY shall continue to be the owner of all such assets.
3. The Fund Assets shall be invested using the following Allocation Model (check one):
 - _____ Conservative
 - _____ Balanced
 - _____ Growth

The CHARITY may, subject to approval of FOUNDATION as provided in Section 7 below, change the asset allocation set forth above by giving written notice to FOUNDATION detailing such allocation change at least fifteen (15) days prior to the end of the month.

4. The CHARITY shall have the following rights in relation to the Fund Assets:
 - (a) To add other assets to the Fund Assets at any time and in any amount. Any such additions shall initially be invested in the Loan Fund and beginning no later than the end of the month in which such assets were transferred to FOUNDATION, shall be invested pursuant to Section 3 above.
 - (b) To withdraw any portion of the Fund Assets at the end of any month, in any amount; provided that the CHARITY must give FOUNDATION written notice of any such withdrawal at least 10 days prior to the end of such month. FOUNDATION shall have the option of honoring or not honoring any request made by the CHARITY to withdraw Fund Assets, which is not in accordance with the above.
 - (c) To terminate this Agreement at any time; provided that the CHARITY must give FOUNDATION written notice of any such termination at least 45 days prior to such termination. Upon termination, the Fund Assets, after all expenses and compensation provided for hereunder is paid, shall be delivered to the

CHARITY by FOUNDATION. FOUNDATION shall have the option of honoring or not honoring any request made by the CHARITY to terminate this Agreement, which is not in accordance with the above.

5. FOUNDATION has the following powers and authorities with respect to the Fund Assets:

- (a) To accept from CHARITY, at FOUNDATION's discretion, additional assets.
- (b) To invest and reinvest the Fund Assets in accordance with the asset allocation set forth in Section 3 above, as amended from time to time, in its sole discretion and as FOUNDATION deems to be in the best interest of the CHARITY, in any bonds, notes, commercial paper, debentures, preferred or common stocks, shares or interests in common trust funds, or other securities.
- (c) To hold any of the Fund Assets in FOUNDATION's name as Agent, or in a nominee name of FOUNDATION, or to cause any of the Fund Assets to be held in the name of a bank and/or trust company, selected in FOUNDATION's discretion, or a nominee name of any such bank and/or trust company, pursuant to an agreement entered into by FOUNDATION as provided in Sections 5(d) and 5(e) of this Agreement.
- (d) To enter into arrangements, including custodial, agency, or trust agreements, with banks and/or trust companies whereby any Fund Assets may be transferred to or held by such bank and/or trust company for custody or safekeeping.
- (e) To enter into arrangements, including custodial, agency, or trust agreements, with banks and/or trust companies whereby the custody and possession of short term securities, including but not limited to commercial paper, government paper, bonds, debentures, and similar short-term securities, and/or the custody and possession of cash to be invested in such short term securities, held as Fund Assets are transferred to such bank and/or trust company for discretionary investment in such securities by such bank and/or trust company, in either an individual account or on a pooled or commingled basis.
- (f) To select the brokers or dealers through or with whom investment transactions related to Fund Assets are to be affected. The CHARITY hereby directs that, in making such selections, FOUNDATION should attempt to obtain not only a competitive price, but also quality and reliability in relation to such transactions, and may select brokers and dealers at least partially on the basis of their having furnished statistical, research and other services to FOUNDATION;
- (g) To acquire undivided interests in assets to be held as part of the Fund Assets;
- (h) To pay, out of the Fund Assets, taxes, assessments, and other expenses incurred in the acquisition, retention, investment, reinvestment, and maintenance of the Fund Assets.
- (i) To employ persons, including, among others, attorneys, accountants, investment advisors and agents, to advise and assist FOUNDATION in the performance of its duties hereunder.
- (j) To execute and deliver all instruments necessary or appropriate to accomplish or facilitate the exercise of FOUNDATION's powers and authorities.
- (k) In relation to the Fund Assets, to vote securities, in person or by a general or special proxy, and to effect or approve, and deposit securities in connection with, any change in the form of any corporation or other entity, including among other things, dissolution, liquidation, reorganization, acquisition and merger.

- (l) To do all the acts appropriate or essential for the proper handling of the Fund Assets; by way of illustration and not limitation, such acts as clipping coupons of bonds, receiving dividends and other payments of income, executing proxies on stocks, signing stock or bond powers.
 - (m) To terminate this Agreement at any time by giving notice in writing to the CHARITY and by delivering to the CHARITY the Fund Assets.
6. It is understood that while the CHARITY is the owner of the Fund Assets, FOUNDATION is authorized, for the purpose of investing the Fund Assets, to commingle the Fund Assets with assets held by FOUNDATION for other parties. In the event of any such commingling, FOUNDATION agrees to keep detailed records indicating the extent of the CHARITY's interest in such commingled assets.
 7. Notwithstanding anything herein to the contrary, FOUNDATION shall have the right, within a reasonable amount of time, to approve or reject (a) any change in asset allocation as set forth in Section 3, (b) any additional assets to be added to the Fund, Assets and (c) any other change in the Fund Assets or provisions of this Agreement.
 8. FOUNDATION shall have the following duties with respect to this Agreement:
 - (a) To invest and reinvest the Fund Assets exercising reasonable care, skill and caution as applied to investments not in isolation, but in the context of the portfolio as a whole and incorporate risk and return objectives reasonably suited to the Fund Assets.
 - (b) To submit to the CHARITY, at least quarterly, a complete accounting of all activities relating to the Fund Assets.
 - (c) To make payments to the CHARITY pursuant to the terms of this Agreement.
 - (d) To furnish to the CHARITY information related to the Fund Assets, which is reasonably needed by the CHARITY for preparation of the CHARITY's financial statements.
 9. FOUNDATION shall not be liable for any decline in market value of any asset or for any loss sustained which is not attributable to the negligence or wrongdoing of FOUNDATION.
 10. No assignment of this Agreement shall be made by FOUNDATION without the prior consent of the CHARITY; provided, however, that the CHARITY shall be deemed to have consented to any arrangement entered into by FOUNDATION and any bank and/or trust company pursuant to the authority of Sections 5(d) and 5(e) of this Agreement.
 11. For its services hereunder, FOUNDATION shall receive compensation in accordance with its regular Schedule of Fees, and thereafter within a reasonable time following any change in such. FOUNDATION shall also be entitled to reimbursement for all expenses incurred in connection with the Fund Assets.
 12. The fiscal year for the operation of the Fund shall be the fiscal year of FOUNDATION.
 13. The CHARITY hereby warrants that the signers of this Agreement have the proper authority to enter into the Agreement and that the CHARITY is in good standing.
 14. This Agreement shall be governed by the law of the State of Kansas and jurisdiction of any dispute over this Agreement shall be in the Kansas courts.

IN WITNESS WHEREOF, the CHARITY and FOUNDATION have caused this Agreement to be executed by their authorized officers.

CHARITY

MENNONITE BRETHREN FOUNDATION

Signature

President & CEO

Name & Title

Signature

Vice President & Treasurer

Name & Title