



Rocky Mountain Conference
3333 S. Bannock St. Suite 205
Englewood, CO 80110
303/778-6370

SUBSCRIPTION AGREEMENT (DEMAND)

This Subscription Agreement (the "Agreement") is made by and between the Rocky Mountain Conference 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 Demand Certificates of Participation (the "Demand Certificates"), in the Fund to be issued by the Foundation pursuant to the Offering Circular and 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 Demand Certificates 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 Demand Certificates 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 Certificates, 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 Certificates 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 Demand Certificates.
- C) The undersigned agrees to look only to those assets of the Fund for repayment of the principal amount of the Demand Certificates and interest thereon. Such assets will consist solely of payment received by the Fund with respect to Mortgage Loans made by it, as well as the cash reserve that the Fund intends to maintain with respect to the Demand Certificates, 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 Demand Certificates for his or her particular tax and financial situation and has determined that the Demand Certificates 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 respects 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. Check below to indicate whether you wish to receive all interest payments in the form of:

_____ a quarterly check: or _____ added quarterly to the principal amount of the account.
(If no choice is indicated, interest will be added to principal. Elections may be changed by 30 days' written notice to the Fund.)

H) I/We wish to subscribe for a Demand Certificate with the enclosed check in the amount of

\$ _____ Dated _____, 20_____.

I/We am/are member(s) of _____ United Methodist Church, in _____ (City, state).

Signature of Subscriber _____

Name (please type or print) _____

Address _____ City _____

State _____ Zip _____ Phone _____ Email _____

Social Security or Taxpayer Identification Number _____

Signature of Joint Subscriber _____

Name (please type or print) _____

Address _____ City _____

State _____ Zip _____ Phone _____

Social Security or Taxpayer Identification Number of Joint Subscriber _____

Name of Custodian for a Minor _____ Social Security # _____

As custodian for _____ (Name and Social Security Number)

under the (name of State) _____ Uniform Transfer to Minors Act

Name of Beneficiary (if payable on death) _____

Address _____ City _____ State _____ Zip _____

Phone _____

OR - I/We would like to make my/our account an estate gift to the ōMHMō Fund Endowment: Yes ____ No ____

ACCEPTED _____ 20_____

ROCKY MOUNTAIN CONFERENCE UNITED METHODIST FOUNDATION, INC.

A Colorado non-profit corporation

On behalf of the Methodists Helping Methodists Fund

BY: _____
Executive Director