



CHURCH/AGENCY SUBSCRIPTION AGREEMENT (TERM)

Rocky Mountain Conference
7350 E Progress Pl.
Suite 205
Greenwood Village, CO 80111
303-778-6370

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 Rocky Mountain Conference Methodists Helping Methodists Fund (the "Fund"), and the undersigned prospective investor who is subscribing for Time Certificates of Participation (the "Time Certificates") 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 Time 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 Time 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 Time 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 Time 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 Time Certificates.
- C) The undersigned agrees to look only to those assets of the Fund for repayment of the principal amount of the Time 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 Time 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 legal, tax, accounting and financial advisors the suitability of an investment in the Time Certificates.
- 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 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.

G) Check below to indicate whether the CHURCH/AGENCY wishes to receive all interest payments in the form of: _____ a check: or _____ an increase in 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) We wish to subscribe, as follows Time Certificate in the amount of \$ _____ for the following period of time (check one):
_____ 12 months; _____ 24 months; _____ 36 months; _____ 48 months; _____ 60 months.

I) We understand that should we close our account before maturity, a penalty of 90 days interest on the account balance or the amount withdrawn may be charged by the Fund.

DATED _____, 20____.

AUTHORIZATION OF INVESTMENT

This certifies that the Administrative Board/Council of the _____ United Methodist Church, at

_____ (address,city,state, zip)

on this ____ day of _____, 200____, adopted the following Resolution:

"RESOLVED that members of the _____ Committee authorize that \$ _____ be invested in a Certificate of Participation in the "Methodists Helping Methodists" Fund, issued by The Rocky Mountain Conference United Methodist Foundation, Inc.

Signed:

_____	_____
Chair, Ad Board/Council	Date
_____	_____
Senior Pastor	Date
_____	_____
Church Treasurer	Date
_____	_____
Chair, _____ Committee	Date

ROCKY MOUNTAIN CONFERENCE UNITED METHODIST FOUNDATION, INC.
A Colorado non-profit corporation
On behalf of the Rocky Mountain Conference Methodists Helping Methodists Fund

BY: _____
Executive Director

Accepted this date _____