

**CHURCH/AGENCY
SUBSCRIPTION AGREEMENT (Demand)**

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 Demand Certificates of Participation (the "Demand 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 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 Demand 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 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 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 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, on behalf of the United Methodist Church below:

Principal Amount of Demand Certificate subscribed for \$_____.

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 United Methodist Foundation, Inc.

Signed: _____

Chair, Ad Board/Council

_____ Date

_____ Senior Pastor

_____ Date

_____ Church Treasurer

_____ Date

_____ Chair, _____ Committee

_____ Date

ACCEPTED _____, 20__

ROCKY MOUNTAIN UNITED METHODIST FOUNDATION, INC.

A Colorado non-profit corporation on behalf of the Methodists Helping Methodists Fund

BY: _____

Executive Director