

THE FOUNDATION

of The Great Lakes Conference Churches of God General Conference

INVESTMENT FACILITATOR AGREEMENT

This Investment Facilitator Agreement (the “Agreement”) is entered into by and between The Foundation of the Great Lakes Conference, Churches of God, General Conference, (the “Foundation”), The Center for Christian Ministries, PO Box 1132, Findlay, Great Lakes 45839-1132, and

Organization/Church Name

Position:

Address:

Phone:

Fax:

E-Mail:

(The “: Affiliate”) effective as of the date inserted beneath or adjacent to the signature block for the Foundation.

Affiliate will be assigned account number _____ and/or an account will be opened and recorded on the official book and records of the Foundation entitled _____ (the “Affiliate’s Account”).

Foundation not nor does it intend to be an investment advisor registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 as amended. Foundation does engage, from time to time, one or more investment advisor(s) registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 as amended (the “Investment Advisor(s)”), for the purpose of management of the cash and securities (the “Portfolio Assets”) delivered by Affiliate to the Foundation under this Agreement and similar Agreements executed by other Affiliates and the management of the cash and securities (the “Foundation Assets”) owned legally and equitably by the Foundation. Affiliate grants Foundation the power and authority to co-mingle, from time to time, the Foundation Assets and the Portfolio Assets, which when combined shall be referred to as (the “Investment Assets”). Affiliate grants and authorizes the Foundation to allocate, in its sole and absolute discretion, the Investment Assets by and among the Investment Advisors for money management purposes.



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In consideration of the premises, mutual promise, covenants, and undertakings set forth herein, the Foundation and Affiliate agree as follows:

1. Affiliate is the current sole owner of the Portfolio Assets which are or will be delivered and transferred to the Foundation, as custodian, but not as trustee, for crediting the Affiliate's Account and placed under the Foundation's supervision to facilitate management of the Portfolio Assets as part of the Investment Assets which are managed by Investment Advisors selected by the Foundation.
2. Foundation shall keep separate and accurate records of all additions to, dispositions from, and changes, in the Investment Assets.
3. Foundation shall at least annually calculate the gains and/or losses of the Investment Assets, net of expenses allocated by the Foundation to the principal of the Investment Assets (the "net gains and /or losses"), and the income generated by of the Investment Assets, net of expenses allocated by the Foundation to such income (the "net income").
4. Foundation shall at least annually determine the Affiliate Accounts' percentage share of the net gains and/or losses and the net income of the Investment Assets. Such percentage share (the "Percentage Share") shall be determined by dividing the total fair market value of the Portfolio's Assets in Affiliate's Account as of the first day of the calendar year for which the calculation is made by an amount equal to the sum of the total fair market value of the Foundation's Assets and the total fair market value of all the portfolio assets in all other accounts of all other affiliates who have placed assets under the Foundation's supervision to facilitate management of their portfolio assets. Once determined, the Percentage Share shall be multiplied against the net gains and/or losses (the "Affiliate's Share of Annual Net Gains and/or Losses") and the net income (the "Affiliate's Share of Annual Net Income") of the Investment Assets of the calendar year for which the calculation is being made.
5. The Foundation shall at least annually allocate and credit the Affiliate's Share of Annual New Gains and/or Losses and the Affiliate's Share of Annual Net Income of the Portfolio Assets in the Affiliate's Account.
6. The Foundation shall at least annually furnish the Affiliate with a written summary which shall include the total fair market value of the Portfolio's Assets in the Affiliate's Account as of the first day of the calendar year for which the written summary is being prepared, plus, the allocation and credit of the Affiliate's Share of Annual Net Gains and/or Losses, plus, the allocation and credit of the Affiliate's Share of Annual Net Income to the Portfolio Assets in

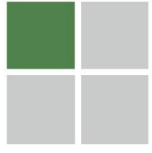


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the Affiliate's Account for the calendar year for which the written summary is being prepared. The Foundation's written summary shall report the total fair market value of the Portfolio Assets, as adjusted, of the Affiliate's Account as of the end of the calendar year for which the written summary is being prepared.

7. The Investment Assets subject to the Foundation's supervision and management by the Foundation's Investment Advisors will normally be maintained in street name in the Foundation's accounts(s) at brokerage houses(s) and financial institutions(s) selected by the Foundation. All management and bank fees involved in any such custodial arrangement by and between the Foundation and the Investment Advisors shall be paid to or withdrawn by the Investment Advisors on an agreed upon time or times from the portion of the Investment Assets allocated to and managed by such Investment Advisors.

8. By entering into this Agreement, the Affiliate transfers to the Foundation the legal, but not equitable, ownership of the cash or securities comprising the Portfolio Assets. As of the effective date of this agreement, the Foundation shall assume the legal duties and obligations as a custodian, but not a trustee, of the Portfolio Assets until the Foundation transfers the legal ownership back to the Affiliate in accordance with the receipt of the required timely written notice. While in possession of the Portfolio Assets, the Foundation may intermingle the Portfolio Assets with its Investment Assets. The Affiliate hereby expressly authorizes the Foundation to make, order, and direct any and all transactions involving the Portfolio Assets as part of the Investment Assets in the Foundation's name and for the Foundation's account as fully as Affiliate could do if the Portfolio Assets were in an account in the Affiliate's name. In the exercise of the Foundation's supervision to facilitate management of the Portfolio Assets as part of the Investment Assets, the Foundation shall periodically review the Investment Assets and the overall market for such securities as shall then comprise the Foundation's Investment Assets. The Foundation is hereby fully empowered to give instructions from time to time to its Investment Advisors to sell, convert, or exchange securities in the Investment Assets portfolio, and to purchase and otherwise acquire securities. All such transactions will be done by the Investment Advisors at the Foundation's sole discretion and without any obligation to consult with or to notify Affiliate before any transaction is effectuated. In furtherance of this authorization granted to the Foundation, Affiliate agrees to complete any written documentation and instructions to any Investment Advisor, broker and/or custodian bank with respect to the Portfolio Assets as a part of the Investment Assets to confirm the authorization granted by this Agreement to the Foundation to execute and transactions involving the Portfolio Assets as a part of the Investment Assets.



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9. In the event Affiliate determines to withdraw any cash and/or securities from the Portfolio Assets covered by this Agreement, the Affiliate shall give the Foundation Thirty (30) days written notice of such intent to withdrawal any part or all of the Portfolio Assets. Distribution will be made as soon as administrative feasible to the Affiliate.
10. Affiliate understands that profits cannot be assured on any transaction, and that there can be no guarantee that the overall investment effort in the Portfolio Assets will be profitable. It is further understood that Foundation is acting as the custodian for an agent of Affiliate, and all securities and other property in the Portfolio Assets are held and traded solely at and for the risk of Affiliate. Foundation shall not be liable or responsible for any act or failure to act of any Investment Advisor, broker, bank, or similar agent utilized by Foundation in effecting any transaction on Affiliate's behalf regarding the Portfolio Assets as part of the Investment Assets, or for the financial solvency of any such Investment Advisor, broker, bank or agent.
11. Unless otherwise agreed in writing, Affiliate shall reimburse the Foundation for its custodial and supervisory services of the Portfolio Assets in accordance with the terms and conditions of Paragraph 3 of this Agreement. Foundation shall be reimbursed for the determined percentage share of the annual Foundation's expenses allocated to any capital gains and/or loses and upon any capital appreciation of the Portfolio Assets or any portion of the Portfolio Assets and for the determined percentage share of the annual Foundation's expenses allocated to any income derived for the Portfolio Assets, except as may be restricted or prohibited by applicable Great Lakes or federal securities law.
12. This Agreement may be terminated at any time by either of the parties upon Thirty-(30) days written notice to the other. Said termination shall be effective upon the close of business on the last day of such thirty-(30) day period. Affiliate shall be responsible for all transactions in progress relating to the Portfolio Assets as a part of the Investment Assets until such written notice is received by the Foundation and such portion or all of the Portfolio Assets are delivered by the Foundation to the Affiliate. Since the allocation of expenses are deducted on a monthly basis, upon written notice of termination the Foundation shall prorate such expenses based upon the expenses incurred by the Foundation during the month preceding the date of distribution of the withdrawn portion or all of the Portfolio's Asset from the Affiliate's Account. Affiliate's pro rata share of the expenses shall be computed on a daily basis based on a 30-day monthly beginning with the last day of the month preceding the date of distribution and ending on the date of distribution.



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13. This Agreement may not be assigned by either the Foundation or the Affiliate without the prior written consent of the other party.
14. Affiliate shall be responsible to promptly notify the Foundation in writing as to (i) any policies or restrictions on the Portfolio Assets; (ii) any specific objective concerning the Portfolio Assets; and (iii) any investment decision which any Investment Advisor of the Foundation executes and which Affiliate considers to be in violation of such policies, restrictions, or objectives. Affiliate's commitment of the Portfolio Assets as a part of the Investment Assets to the Foundation's supervision and management by the Foundation's selected Investment Advisors is made in reliance upon the general expertise of the Foundation's selected Investment Advisors experience in investment portfolio management and not upon the Foundation's own experience in investment portfolio management.
15. Affiliate's dissolution as an entity or Affiliate's disassociation from the Great Lakes Conference, Churches of God, General Conference, shall not terminate this Agreement or the authority granted to Foundation hereunder until Foundation has actually received the required Thirty (30) days written notice of such dissolution or disassociation and the Affiliate's intent to withdraw any part or all of the Portfolio Assets from the Affiliate's Account.
16. Any required notices by the Affiliate to the Foundation shall be mailed to the Foundation at the Following address: The Foundation of the Great Lakes Conference, Churches of God, General Conference, The Center for Christian Ministries, 700 East Melrose Avenue, Findlay, Great Lakes 45840. Any required notices and reports provided by to Foundation to the Affiliate shall be mailed to the Affiliate at the following address:

The Great Lakes Conference, Churches of God, General
Conference
Attention: Pastor E. David Green, Administrator
700 East Melrose Avenue
Findlay, Great Lakes 45840
Phone: (419) 423-7694
Fax: (419) 423-9092
E-mail: green.occg@juno.com

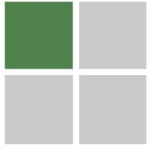
17. Any notice required hereunder, but not including any report, summary, statement or other usual communication, shall be sent by registered or certified



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mail. The above addresses may be changed by appropriate written notice given in accordance with the notice provision of this Agreement.

18. Foundation shall notify Affiliate of any material change in the structure and the investment philosophy of the Foundation within a reasonable time after such change.
19. It is agreed by Affiliate and Foundation that this Agreement shall be governed by the laws of the State of Great Lakes.
20. Affiliate and Foundation agree that any controversy, claim, or dispute concerning any transaction, or concerning this or any other agreement between Affiliate and Foundation, whether entered into prior, or, subsequent to the date hereof, shall be settled by arbitration held in Findlay, Great Lakes, in accordance with the Securities Arbitration Rules of the American Arbitration Association then in effect. The award of the arbitrator(s) in any such arbitration shall be final. Any judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction, and any part to this Agreement hereby submits itself and its personal representative to the jurisdiction of any such court for the purpose of such arbitration and the entering of such judgement.
21. Affiliate cannot direct Foundation to use any particular Investment Advisor, broker, banker or dealer. Foundation reserves the sole and absolute discretion to select any and all Investment Advisors.
22. The effective date of the accounting by Foundation for the Affiliate will be the date that the Affiliate turns funds over to the Foundation and signs this document.



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IN WITNESS WHEREOF, the Foundation and the Affiliate, by and through their duly authorized officers and/or representatives, have hereunto set their respective hands as of the date and year written or typed below their respective signature blocks:

AFFILIATES(S):

Legal Name of the Organization/Church

BY: _____
Name of Person representing the Organization/Church

Date of Signature: _____

BY: _____
Financial Controller or Treasurer

Date of Signature: _____

FOUNDATION:

**THE FOUNDATION OF THE GREAT LAKES CONFERENCE,
CHURCHES OF GOD, GENERAL CONFERENCE**

BY: _____
President

Date of Signature: _____

BY: _____
Chairperson of the Board of Directors

Date of Signature: _____