



TEXAS METHODIST FOUNDATION MASTER INVESTMENT MANAGEMENT AGREEMENT

This Master Investment Management Agreement “Agreement” is effective as of the date designated below as the Acceptance Date, and is between Texas Methodist Foundation, a Texas non-profit corporation (“Foundation”), and the “Participant” named below.

This Master Investment Management Agreement serves as the controlling document for each account established in the name of the Participant and each investment made in any such account. Each such account and investment shall require the execution and return of a Participation Request to Foundation.

Participant has or will transfer to and invest with Foundation the Initial Investment, as described below, to be held and invested in one or more Investment Portfolios (as described in the Information Statement), all in accordance with the Participation Request form which accompanies this Agreement. The Initial Investment within each account, together with any additional investments by Participant (collectively, the “Investment”), will be held and invested for the following purposes:

- Foundation shall invest and reinvest the Investment in the Investment Portfolios, which may include, in the Foundation’s sole discretion, investments in one or more common funds or associations maintained by Foundation. Foundation may employ consultants and advisors concerning management of the Investment Portfolios and such common funds or associations. Foundation shall furnish Participant an account statement at least annually showing status and earnings of the Investment in particular and the Investment Portfolios in general. Foundation shall pay income, or make distributions, on the Investment as provided in the Participation Request form. Foundation shall further hold and administer the Investment in accordance with the terms of Foundation’s Investment Portfolio Policy and the other terms and conditions of the Information Statement.
- Participant acknowledges the Foundation will receive cost reimbursement and fees outlined in the Information Statement in connection with management of the Equity Portfolio and the Fixed Income Portfolio.
- Participant or Foundation may cancel this Agreement at any time by notice to the other.
- No officer, director, employee or agent of Foundation shall be liable or accountable for any action done or omitted in good faith, and in accordance with the Foundation’s Investment Portfolio Policy.
- This Agreement may be amended by the Foundation upon not less than seven (7) business days notice. The laws of the State of Texas govern this Agreement.
- Participant represents that it is recognized as exempt from federal income tax under §501 (c) (3) of the Internal Revenue Code of 1986, as amended, and is one, or more, of the following: (i) a church affiliated with the United Methodist Church; (ii) an educational, charitable, hospital, retirement home, children’s home or other organization related to the United Methodist Church; or (iii) an organization the principal purpose of which is the promotion of the Christian faith consistent with the United Methodist Book of Discipline. For any organization other than a church, written documentation supporting §501(c)(3) status and type of organization are included with this Agreement.

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- Participant agrees and acknowledges that no part of the Investment placed with the Foundation is subject to any condition limiting the type of asset held, the investment of those assets, or rights to income produced by those assets. Participant declares that it has the immediate, sole and exclusive right to the benefit and total enjoyment of all assets placed with Foundation for investment management services.
- Participant acknowledges that Foundation is providing only investment management services for the Investment as designated in each Participation Request delivered to Foundation hereunder from time to time.
- Participant acknowledges that it has received and reviewed the Information Statement regarding the Investment Portfolios and that it, or its representatives, possess such knowledge and experience in investments of this type to evaluate the risks and merits of the Investment.

IN WITNESS WHEREOF, this Agreement has been executed by Foundation and Participant effective as of the date below.

PARTICIPANT:

Name of Participant: _____
Mailing Address: _____

Executed By: _____
Printed Name: _____
Title: _____

Executed By: _____
Printed Name: _____
Title: _____

Acceptance Date: _____

(Date will be inserted by Foundation upon receipt of Initial Investment.)

FOUNDATION:

Texas Methodist Foundation
11709 Boulder Lane, Suite 100
Austin, Texas 78726
Fax #: 512/331-0670

By: _____