

ENDOWMENT INVESTMENT MANAGEMENT AGREEMENT

This Agreement is made this 29th day of MARCH 2016, by and between the *Council on Development of the West Ohio Conference of The United Methodist Church*, 32 Wesley Boulevard, Worthington, Ohio, 43085 (the "Council"), and THE LINWORTH UNITED METHODIST CHURCH, a designated group affiliated with the West Ohio Conference of The United Methodist Church, located at 7070 BENT TREE BLVD., COLUMBUS, OHIO 43235 ("Organization").

In consideration of the mutual promises herein contained, and for other valuable consideration, the parties agree as follows:

1. Establishment of an Endowment Fund

The Organization has delivered to the Council cash or acceptable property described in Exhibit I, which, together with all additions hereafter made and less any withdrawals and expenses taken, shall be known as the LINWORTH UNITED METHODIST CHURCH PROPERTY ENDOWMENT FUND (the "Fund") to be invested and maintained as a subaccount fund of the Council's Endowment Program. The purpose of this Agreement is to provide investment management for the Fund. Any action by an appointed committee of the Council shall be fully authorized hereunder as the action of the Council.

2. Investment Authority

The Council is hereby authorized to invest this subaccount with all other subaccount funds held by the Council in such manner, as the Council shall deem appropriate. Specifically, the Council shall have the power, authority and discretion, within the investment guidelines established by the Council's members, officers or authorized professional investment advisors, to sell, transfer or exchange, all or any part of the Fund, at such prices and upon such terms and conditions and in such manner as the Council shall deem best, to invest and reinvest the account in such stocks, bonds, debentures, mutual funds, fixed income instruments, cash equivalents, or other securities as it may deem proper and suitable, without any liability for depreciation or diminution in value; and to have all incidental authority necessary to accomplish its investment function. Within its general authority, the Council shall direct the investments of the Fund as follows so as to meet the Fund's desired investment goals:

- A. _____ The Fixed Income Fund (debt securities and cash equivalents); or
[see attached "Investment Objectives, Guidelines and Policies]
- B. 40 % The Balanced Fund (debt securities, cash equivalents, and equities); or
[see attached "Investment Objectives, Guidelines and Policies]
- C. 60% The Growth Fund (equities, debt securities, and cash equivalents)
[see attached "Investment Objectives, Guidelines and Policies]

Organization may change its allocation at the end of each quarter by giving 30 days written notice to the Council.

Organization acknowledges that the investment in the Fund (in any allocation) necessarily involves market and related risks and, that by reason thereof, both the income and the principal value of the fund may fluctuate with changes in market and economic conditions. The Council makes no assurance or guaranty that any particular investment result will be achieved. Further, past results is no guarantee of future results.

3. Custodian/Professional Investment Adviser

Custody of the assets in the Account will be maintained with The Huntington National Bank, or other institutional custodian selected by the Council who may also serve as the professional investment adviser for the Fund ("Adviser"). Organization authorizes the Council to select and monitor the performance of Adviser, which shall invest the Fund in accordance with the applicable Investment Objectives, Guidelines and Policies. The Council shall have no liability with respect to the acts, omissions or conduct of Adviser.

4. Accounting

The Council shall provide Organization with calendar quarterly reports showing the market value of the Fund at the end of each reporting period together with current information regarding income received and current account transactions.

5. Expenses

Organization shall pay fees as set forth on the Fee Schedule attached hereto as Exhibit II, as may be amended from time to time. Fees shall be based on the Fund's net invested market value, shall be calculated and paid on a calendar quarterly basis (or such other periodic basis as the Council shall determine), and shall be deducted from the Fund balance on the last day of the period over which the fee was incurred.

Please refer to Exhibit II for the fee schedule.

6. Distributions and Withdrawals

Distributions shall be effected in accordance with the instructions set forth below.

Distribution Options:

Quarterly

Semi-annually following: 1 & 3 or 2 & 4 (Circle desired quarters)

Annually following: 1, 2, 3, or 4 (Circle desired quarter)

* On Request

Total distributions annually will equal:

Earnings (i.e., dividends and interest)

* The amount stated in each written request

Special instructions:

The principal of the Fund may be withdrawn, in whole or in part, along with all accumulated earnings, by written notification to the Council with 30 days notice prior to calendar quarter end by two authorized representatives of the Organization.

7. Authorized Representatives

Organization has listed below, the names, positions, and specimen signatures of all persons authorized to act for Organization. Changes of authorized personnel shall be made in writing to the Council and, until otherwise properly notified, the Council shall be entitled to act upon the directions of Organization's listed personnel without further inquiry or liability.

8. Proxies

Organization delegates to the Council Authority for voting all proxies for securities held in the Fund. However, the Council will not be required to take any action or render any advice with respect to voting securities in the Fund.

9. Termination

Either party, upon 30 (thirty) days written notice prior to calendar quarter end to the other, may terminate this Agreement.

10. Conditions upon Organization's Failure to Exist

If, for any reason, Organization shall go out of existence, dissolve or otherwise legally lose its status as a tax-exempt charitable, religious organization, then at such time, the Fund shall become permanent property of the Conference and thereafter may be distributed only with the approval of the Council.

11. Exculpation and Indemnification

Except for gross negligence or willful misconduct, neither the Council nor its members, officers, affiliates, employees or agents shall be liable hereunder or otherwise for any action performed or omitted to be performed or for any errors of judgment in managing the Fund. Organization shall indemnify Council (and its officers, members, affiliates, employees and agents) against any expense, loss, liability or damage arising out of any claim asserted, or threatened to be asserted by any third party, including attorney's fees as incurred, with respect to the matters as to which the Council is exculpated from liability as set forth above.

12. Agreement Subject to Applicable Laws

Nothing in this Agreement shall affect the status of the Council or the West Ohio Annual Conference of The United Methodist Church as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as an organization, which is not a private foundation within the meaning of Section 509(a) of the Code. This

Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Council is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions to the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

13. Successors & Assigns

The Agreement shall bind each party's respective successor and assigns and may be amended in writing only.

14. Deposits

The organization may deposit at a minimum \$1,000 cash or other property acceptable to the Council on Development in the Fund at any time in keeping with the terms of the Information Statement. Deposits should be made payable to the Council on Development and include the account name.

ORGANIZATION:

	PRINTED NAME	POSITION	SPECIMEN SIGNATURE
1.	<u>JAMES ROSING</u>	<u>CHAIR - TRUSTEES</u>	<u>James Rosing</u>
2.	<u>SCOTT W. SAFFELL</u>	<u>CHAIR FINANCE</u>	<u>Scott W. Saffell</u>
3.	<u>ANATOL ANIJEVICH</u> <u>(AKA "ANDY")</u>	<u>CHAIR - Legacy Comm.</u>	<u>Anatol Anijevich</u>
4.	<u>LISA A. ZUMPALE</u>	<u>Treasurer</u>	<u>Lisa A. Zumpale</u>
5.	<u>Howard Baulch</u>	<u>Chair - Admin Council</u>	<u>Howard Baulch</u>

Any two of the above representatives shall be authorized to act for Organization under this contract:

This Agreement is signed effective on the date heretofore stated and Organization acknowledges receipt of the complete "Endowment Program Packet".

**COUNCIL ON DEVELOPMENT
WEST OHIO CONFERENCE OF THE UNITED METHODIST CHURCH**

By: Will H. H. H.

CFO
By: James D. Cooper
Executive Director

EXHIBIT I

DESCRIPTION OF PROPERTY

The Fund initially will be funded with AN ALLOCATION OF 7.7578% OF THE CURRENT BALANCE IN THE EXISTING LINWORTH UNITED METHODIST CHURCH ENDOWMENT FUND.