

# **INVESTMENT AGREEMENT**

## **Part I Investor Information**

### Item 1

Name of Organization<sup>1</sup>: \_\_\_\_\_

Name of Fund<sup>2</sup>: \_\_\_\_\_

### Item 2

Address of Organization: \_\_\_\_\_

### Item 3

Federal Employer Identification Number (Taxpayer ID): \_\_\_\_\_

### Item 4

Amount Invested: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

This investment is:

a new investment (minimum \$1,000)

an addition to an existing investment (minimum \$500)

Dividends to be reinvested    OR    Dividends to be paid quarterly

## **Part II The Investment**

This Investment Agreement is made by and between the Trustees of the Protestant Episcopal Church of the Diocese of Michigan, a Michigan non-profit corporation (the "Corporation"), and the organization named in Item 1 of part 1 of this Agreement (the "Investor"). The Investor desires to invest the dollar amount listed in Item 4 of Part I of this Agreement (the "Investment"). If the Investment is accepted by the Corporation, the Investment will be accepted as of the first day of the

<sup>1</sup>Only parishes, missions and agencies of the Diocese of Michigan and the Diocese of Eastern Michigan which are qualified as 501(c)(3) organizations are eligible to invest in the Growth and Income Fund.

<sup>2</sup>If you wish this investment to be designated in the name of a particular fund maintained by your organization, please provide the name of the fund (e.g., "Building Fund")

next fiscal quarter, provided that any Investment received less than five business days prior to the end of a fiscal quarter will not be accepted for investment until the next succeeding fiscal quarter. The Investment will not be effective until accepted by the Corporation. The Corporation may decline to accept the Investment if the Investor does not meet the qualifications for investment in the Growth and Income Fund.

### **Part III Representations and Warranties of the Investor**

To induce the Corporation to accept the Investment, the Investor represents and warrants to the Corporation as follows:

- (1) The Investor is a parish, mission or agency of the Episcopal Diocese of Michigan or the Episcopal Diocese of Eastern Michigan.
- (2) The Investor is qualified as a 501(c)(3) organization under the Internal Revenue Code of 1986, as amended.
- (3) The Investor's principal place of business is located in the State of Michigan and the Investor is either (a) an unincorporated association or (b) organized under the laws of the State of Michigan. The Investor does not conduct substantial business outside the State of Michigan.
- (4) The Investor is purchasing the Shares for its own account for investment and not with a view to any resale or redistribution of the Shares.
- (5) The Investor understands that the Shares are not transferable and that the Investor's ability to redeem the Shares is limited.
- (6) The Investor understands that the Growth and Income fund is not a savings account, money market account or similar investment and that an investment in the Growth and Income Fund is not guaranteed or insured by any governmental agency, the Corporation, the Diocese of Michigan or any other agency.
- (7) The Investor understands that the value of the Shares is subject to substantial market risk, that the value of the Shares may fluctuate and that there can be no assurance that any particular share value can be attained or maintained.
- (8) The Investor understands that an investment in the Growth and Income Fund is not appropriate as a short-term investment and that the Investor may have to bear the risk of an investment in the Shares for a substantial period of time.
- (9) The Investment has been authorized by all action required by the Investor's board of directors, board of trustees, parish vestry, bishop's committee or other similar body.

- (10) The Investor understands that the Corporation will rely upon the representations and warranties made in this Investment Agreement to comply with state and federal securities laws and to determine whether to accept the Investment.

**Part IV**  
**Signatures**

The Investor has caused this Investment Agreement to be executed by its authorized representative.

Date: \_\_\_\_\_, 20\_\_\_\_ \_\_\_\_\_  
(Print Name of Organization)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Print Title of Authorized Representative)

**Acceptance**

By causing this Investment Agreement to be executed by its authorized representative, this Investment Agreement is accepted by the Corporation.

Date: \_\_\_\_\_, 20\_\_\_\_\_

THE TRUSTEES OF THE PROTESTANT  
EPISCOPAL CHURCH OF THE DIOCESE  
OF MICHIGAN

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name of Authorized Representative)

\_\_\_\_\_  
(Print Title of Authorized Representative)