

FUNDS MANAGEMENT AGREEMENT

This agreement is between _____, a Hawaii religious organization, herein referred to as "Church", and the **Hawaii Baptist Foundation**, a Hawaii not-for-profit religious and charitable corporation, herein referred to as "Foundation".

1. This Agreement is established for the purpose of providing investment services for the Church.
2. To accomplish the purposes of this Agreement, the Foundation hereby agrees to administer a fund to be known as the "_____ Fund", hereafter referred to as "Fund".
3. The ownership and control of the Fund will remain with the Church. The monies of the Fund are held by the Foundation in a custodial capacity only for investment purposes and not as a trust.
4. The monies of the Fund will be invested in the following proportions in the pools of funds available through the Foundation:

 _____ % Equity Pool

 _____ % Fixed Income Pool
5. The net earnings of each pool will initially be reinvested in the pool in which they were earned. Periodically, at least annually, the funds will be reallocated to the desired allocation in "4" above.
6. Distributions from the Fund will be made as follows:

 _____ As requested by the Church periodically

 _____ Other: _____
7. The Church may withdraw all or any part of the balance in the Fund at the end of any calendar month upon thirty days' notice given to the Foundation, or at such other time as is agreeable to the parties of this agreement.
8. The Foundation will invest the funds, to achieve the allocation set forth in paragraph "4", as of the first day of the month following receipt of the funds provided that the funds are received by the Foundation by the 15th of the month. If the funds are received after the 15th of the month, the Foundation will invest the funds as of the first day of the second month following receipt of the funds or earlier if practicable.
9. The Foundation agrees that it will use its best judgment in investing the funds but does not guarantee the maintenance of principle or income of the Fund, and the Foundation

shall incur no liability in any case except for its own willful misconduct or gross negligence.

10. The Church understands that risks are inherent in securities investments and confirms that it bears the risk of loss of monies placed in the custody of the Foundation. The Church understands that the investments are not insured other than by customary insurance maintained by Charles Schwab, the investment bank that maintains custody of the funds.
11. The Foundation shall render to the Church an accounting of the Fund on a periodic basis, not less than quarterly, unless otherwise requested by the Church.
12. It is understood that a fee of .5% on an annual basis (.125% on a quarterly basis) will be withdrawn at least quarterly by the Hawaii Baptist Foundation for its services, and is subject to change upon 90 days notice by the Foundation to the Church.
13. The Church or Foundation may terminate this agreement at the end of any calendar month upon 30 days' notice. Upon termination of this Agreement without entering into an alternative agreement, the Foundation shall distribute to the Church all the assets of the Fund.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Hawaii.
15. This Agreement supersedes any prior funds management agreements and constitutes the entire agreement of the parties and can be amended only by a written document signed by the parties.

Dated this _____ day of _____, 20____

Authorized Signers for CHURCH:

Authorized Signers for FOUNDATION:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____