

UMF COLLECTIVE FUNDS OF MICHIGAN LLC
PARTICIPANT APPLICATION AND AGREEMENT
Collective Investment Funds

The undersigned participant (the "**Participant**") submits this Participant Application and Agreement (the "**Application**") to UMF Collective Funds of Michigan LLC ("**UMF Funds**") to participate in the **Balanced Fund, Stock Fund or Bond Fund** (the "**Funds**") or the **UMF Money Market Investment Account** (the "**MMIA**"). This Application may be accepted or rejected by UMF Funds in its sole and absolute discretion. Upon acceptance, this application shall constitute the agreement of Participant (the "**Agreement**").

Participant must be a United Methodist church or congregation or other charitable organization located in the state of Michigan. Completed applications should be mailed to: UMF Collective Funds of Michigan LLC, 11 Fuller Avenue, S.E., P.O. Box 6247, Grand Rapids, Michigan 49516.

PARTICIPANT INFORMATION

Exact Name of Participant	()
Mailing Address (line 1)	Telephone Number
Mailing Address (line 2)	Email Address
City, State, Zip	Taxpayer Identification Number
	Date

ESTABLISHING THE ACCOUNT

The minimum initial investment amount is \$1,000. Please make Checks Payable to "UMF Collective Funds of Michigan LLC"

Contribution Amount: \$ _____

To be invested as follows (specify percentages below):

_____	% Balanced Fund
_____	% Stock Fund
_____	% Bond Fund
_____	% Money Market Investment Account

100 % Total

AUTOMATIC REBALANCING

Skip this section if you selected 100% Balanced Fund above. Otherwise, you may elect to have your participant accounts automatically rebalanced once per year in any allocation percentage between the Balanced Fund, Stock Fund, Bond Fund and the MMIA as you may select below. If the box is not checked, the account will not be rebalanced.

Rebalance the account annually as follows:

_____ % Balanced Fund
_____ % Stock Fund
_____ % Bond Fund
_____ % Money Market Investment Account
100 % Total

AUTHORIZED SIGNATURES

Your funds are subject to investment risks, including possible loss of the principal amount contributed. Withdrawals are payable by UMF Funds exclusively from the net assets of the Stock Fund, Bond Fund or Money Market Investment Account in which you participate. Participant shall have no claim against or any right to payment from or any interest in any assets other than the particular Fund or MMIA in which the participant account is held. Participant accounts are not protected or insured by the FDIC or SIPC and are not guaranteed by the United Methodist Church, UMF Funds or any other person or entity.

On behalf of Participant, I have read and agree to the attached Terms and Conditions, including my agreement to binding arbitration, all of which are part of this Agreement.

AUTHORIZED SIGNATURES⁽¹⁾:

Date: _____ Date: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Print Name: _____ Print Name: _____

Officers, agents or other persons acting in a representative capacity must furnish with this Agreement (i) evidence acceptable to UMF Funds that they have the power and authority from their organization to invest in the Funds, to authorize redemptions, and to execute the Agreement, or (ii) copies of the corporate resolution (certified by the corporation's secretary or clerk), power of attorney or other document pursuant to which such person acts in a representative capacity. Each Participant also must provide UMF Funds a copy of a letter by the Internal Revenue Service determining that the Participant is a charitable organization exempt from federal income taxation under Section 170(c)(2) or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

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TERMS AND CONDITIONS TO PARTICIPATION

1. **Representations, Warranties, and Agreements.** Participant represents, warrants and agrees that:

(a) Prior to investing in any of the Funds or the MMIA, Participant received and has carefully reviewed an Offering Circular describing UMF Funds, the Funds and the MMIA, including the "Risk Factors" section of the Offering Circular, and a prospectus for the money market mutual fund in which the MMIA invests. Participant agrees to be bound by the terms of the Offering Circular. Participant has relied on the information contained in the Offering Circular and prospectus exclusively. No oral representations have been made or oral information furnished to Participant or Participant's advisor(s) in connection with the offering of the Funds or the MMIA that are in any way inconsistent with the Offering Circular.

(b) Participant's principal business address is located in the State of Michigan, as set forth below, and Participant has no present intention of moving from such address.

(c) Participant is currently, and will be for so long as it remains a participant in any Fund or the MMIA, a charitable organization exempt from federal income taxation under Section 170(c)(2) or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

(d) The assets contributed by Participant consist only of the Participant's general endowment fund or other assets over which the Participant has immediate, sole, and exclusive use, benefit, and enjoyment ("**Eligible Assets**"). The contributed assets do not include charitable gift annuity assets, charitable trust assets, revocable trust assets, retirement plan assets or any other assets in which a donor to the Participant or any other individual beneficiary has any interest by way of rights to income or promises of fixed or variable interest.

(e) Participant has such knowledge and experience in financial and business matters that Participant is capable of evaluating the merits and risks of an investment in any Fund or the MMIA, and Participant is capable of making an informed decision with respect to an investment in any Fund or the MMIA.

(f) Participant will not assign, encumber, or otherwise transfer any part of its interest in any Fund.

2. **Acknowledgments.** Participant acknowledges awareness of and agrees to the following:

(a) The Risk Factors set forth in the Offering Circular.

(b) No federal or state agency has made any determination as to the fairness of participating in the Funds or the MMIA, nor made any recommendation or endorsement of the Funds or MMIA. UMF Funds, the Funds, and the MMIA are not registered as investment companies under the Investment Company Act of 1940, as brokers or dealers under the Securities Exchange Act of 1934, or as investment advisers

under the Investment Advisers Act of 1940. The Funds and the MMIA are administered pursuant to a claim of exemption from registration under the Philanthropy Protection Act of 1995. UMF Funds will not make an independent determination, and assumes no responsibility, as to whether funds contributed by Participant are endowment funds of Participant or otherwise are appropriate for participation in the Funds or the MMIA. The failure of Participant to comply with this Agreement could jeopardize the availability of these exemptions.

(c) The Funds and the MMIA are organized and operated at all times for investment and reinvestment of the Eligible Assets described above. All assets of each Fund and the MMIA are held in trust for the exclusive benefit of the eligible participants in each Fund or the MMIA. All financial benefits of each Fund and the MMIA, after payment of fees and expenses, will be distributed exclusively to the accounts of such eligible participants to be used solely for their tax exempt purposes. Withdrawals from a Fund or the MMIA are payable exclusively from the net assets of such Fund or MMIA. Participant shall have no claim against or any right to payment from or any interest in any assets other than the particular Fund or MMIA in which the Participant account is held. Net earnings of the Funds and the MMIA may not inure to the benefit of any private shareholder or individual.

(d) UMF Funds is not responsible for the accuracy or completeness of any prospectus related to any mutual fund or other investment within the MMIA.

(e) UMF Funds reserves the right at any time to terminate, suspend or change the terms of the participation accounts and to impose fees. (f) UMF Funds may temporarily suspend the right to withdraw funds from a participation account when: (1) in the opinion of UMF Funds, an emergency exists and UMF Funds cannot dispose of its investments or fairly determine their value, or the withdrawal of funds or disposition of investments would be in violation of law, impractical or prejudicial to the participants in a Fund; or (2) the Securities and Exchange Commission or other state or federal regulatory authority or a court so orders.

(g) In lieu of a cash withdrawal or cash distribution from a participant account, UMF Funds may at its discretion make an in-kind distribution of investment securities or other property held by the Fund based upon UMF Funds' good faith determination of the fair value of such securities or property to the extent UMF Funds considers such determination necessary or appropriate in connection with the in-kind distribution.

(h) All investments bear risks that are affected by events and circumstances beyond UMF Funds' control. Therefore, UMF Funds cannot assure or guarantee that its services will result in achieving particular investment objectives or that significant losses of principal or income will not occur in Participant's account(s). UMF Funds is not responsible for market or credit risk, or for errors in the exercise of its judgment made in good faith. Subject to its obligation to act in good faith, UMF Funds shall have no liability or responsibility with respect to any claims, suits, actions, proceedings, judgments, deficiencies, damages, settlements, liabilities or expenses of Participant or any other person arising out of or based upon any act or omission of UMF Funds or any other cause in connection with UMF Funds' administration of the Participant's account or the performance or non-performance of any of its duties or services under this Agreement.

3. Subsequent Investments. The terms of this Agreement shall govern the initial investment and all subsequent investments by Participant in the Funds

and the MMIA. All representations, warranties, agreements and acknowledgements of Participant are restated as of the date of each subsequent investment.

4. **Indemnification.** Participant agrees to indemnify and hold harmless UMF Funds, and its officers, directors, employees and representatives, from and against all damages, losses, costs and expenses (including reasonable attorneys' fees) which they may incur by reason of the failure of Participant to fulfill any of the terms or conditions of this Agreement, or by reason of any breach or threatened breach of the representations, warranties, covenants or agreements made by Participant in this Agreement.

5. **Entire Agreement; Amendment; Governing Law; Assignment.** This Agreement constitutes the entire agreement between UMF Funds and Participant with respect to Participant's account(s) and UMF Funds' administration of the Funds and the MMIA. Unless previously terminated by UMF Funds in writing, this Agreement shall continue in effect for as long as Participant continues to participate in the Funds or the MMIA. UMF Funds may amend these terms and conditions by providing Participant with 30 days' prior written notice, including by amendment or supplement to the Offering Circular. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, without reference to conflict of laws principles. UMF Funds may assign this Agreement to any corporation, company or organization that controls, is controlled by, or is under common control with UMF Funds. Upon assumption of this Agreement by any such assignee, UMF Funds shall have no further liability or obligation of performance with respect to this Agreement.

6. **Arbitration.** Any and all disputes arising out of or relating to this Agreement shall be settled by final and binding arbitration in Kent County, Michigan, pursuant to the Rules and Constitution of the American Arbitration Association in force at the time arbitration is demanded. The parties agree that the Panel of Arbitrators shall have full authority to allocate and award all costs of arbitration, including reasonable attorneys' fees and interest, on any award granted. Pursuant to MCLA Section 600.5001, et. seq. or other applicable law in Michigan, judgment of any Michigan circuit court may be entered upon the arbitration award.

12/2010

ACCEPTANCE:

The above Application is accepted for _____.
Name of Participating Organization

Dated: _____, 20____

UMF COLLECTIVE FUNDS OF
MICHIGAN LLC

By _____

Its _____