

INVESTMENT AND ENDOWMENT SERVICES

Participation Agreement – ORGANIZATION

TO: American Baptist Foundation (and any Bank Acting as Custodian)

The undersigned party (the “Participant”) is transmitting herewith or has transmitted to American Baptist Foundation (ABF), for deposit in its permanent Investment & Endowment Fund platform (the “Fund”), certain funds or securities or both (the “Property”).

The Participant requests and authorizes the deposit of the Property in the Fund as units in the Participant’s account in accordance with the Plan of the Fund, as administered, amended, and interpreted from time to time by the Board of Directors of the Foundation (the “Board”), the Finance Committee, the Investment Committee, and others pursuant to the terms of the Plan.

The Participant hereby certifies, as the basis for its eligibility to create an account, that:

- 1) The Participant has full power and authority to deposit the Property in the Fund and such action does not contravene any law or restriction applicable to investment of the Property and has been duly authorized by all requisite action of the Participant’s governing board of authority.
- 2) The Property and all other deposits at any time made or which will be made in the Fund by the Participant and the Participant’s interest now or at any time in the Fund are not and will not at any time be subject to any rights of any donor to income or fixed variable benefits, not used for or attributable to life income or annuity contracts or to a retirement plan which provides for employee contributions or variable benefits
- 3) Any securities included in the Property were not received or acquired nor are they held by the Participant subject to any “investment letter” or other legal or contractual restriction on the Participant’s or Fund’s right to sell the same at any time from time to time in the open market or otherwise without registration or any other requirement under the Securities Act of 1933 or any other condition or restriction.

The Participant agrees that the assets of the Fund may be applied, in the discretion of the Board, to save harmless each member or the Board, or the Finance Committee or the Investment Committee, and each employee of the Foundation, against all liability, costs or expenses (including any sum paid in settlement of claim) arising out of any act or omission to act as such member of the Board or of the Finance Committee or of the Investment Committee, or as such employee of the Foundation, except in the case of fraud or willful misconduct.

Initial Here _____

