

# Participation Agreement – INDIVIDUAL DONOR

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

The undersigned party/parties (hereinafter, the “Donor”) 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 Donor requests and authorizes the deposit of the Property in the Fund as units in a endowment 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 Donor hereby certifies, as the basis for its eligibility to create an account, that:

1. The Donor recognizes that a contribution to the Fund to establish a new account or add to a new account is an irrevocable gift, where contributions are tax deductible to the extent that the law allows. ABF is an eligible 501(c)(3) non-profit organization as defined by the IRC.
2. The Donor 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.
3. The Property and all other deposits at any time made or which will be made in the Fund by the Donor 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
4. Any securities included in the Property were not received or acquired nor are they held by the Donor subject to any “investment letter” or other legal or contractual restriction or any other requirement under the Securities Act of 1933 or any other condition or restriction.

The Donor 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.

## **DONOR(S)**

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

With respect to the participation in the Fund, the Participant agrees to be bound by the plan details detailed on Page 1 of this application, as administered and interpreted from time to time by the ABF Board, the Finance Committee, and/or Investment Committee pursuant to the terms of the Plan.

Donor Name(s) \_\_\_\_\_

**ACCOUNT INFORMATION:**

Fund Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Initial Gift (\$ Value):** \_\_\_\_\_ **ABF REP** \_\_\_\_\_

**PLEASE NOTE:** Unless otherwise requested, all individual and family named endowments are invested in ABF's Blended Portfolio with income, as determined by the Board, being distributed quarterly to the following charitable organizations, once the account is funded:

**INITIAL INVESTMENT (IN DOLLARS) \$** \_\_\_\_\_

**INVESTMENT SELECTION**

**Fund:**

Blended Portfolio (approximately 60% stock, 40% fixed income)

Stock Portfolio (all stock)

Fixed Income Portfolio (all stock)

**Percentage:**

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

**DISTRIBUTION INSTRUCTIONS:**

**Organization:**

**Percentage:**

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

If there are additional organizations, please include all names and percentages on a separate schedule.

**ADDITIONAL REQUEST:**

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**AUTHORIZED BY DONOR(S):**

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return the completed application to the ABF office. Feel free to contact us if you have additional questions by Phone (610) 768-2035 or by email at [ABFaccounts@abc-usa.org](mailto:ABFaccounts@abc-usa.org).

## INVESTMENT AND DISCLOSURE STATEMENT

This Investment Disclosure Statement (“disclosure statement11) is intended for American Baptist and related organizations considering the creation of an investment fund (“fund11) at American Baptist Foundation (“ABF11).

The purpose of this disclosure statement and the investment program described within is to provide information to trustees and directors of American Baptist and related organizations about the investment program and the risks of participating in the program and to assist such trustees and directors in determining which investment pools best fit their investment objectives.

Assets in the fund are segregated from ABF’s assets and are never used for ABF’s operational purposes.

Assets in the fund are not a deposit account held by a bank and are not guaranteed or insured by the Federal Deposit Insurance Corporation (“FDIC”) or any other government agency. As with most market-based investments, it is possible to lose a portion or all of the money invested in a specific investment pool or generally under the investment program.

Account statements are provided on a regular basis and each organization maintains a responsibility to review all communications.

Administrative fees taken are at the pool level and are intended to cover ABF’s administrative and recordkeeping services. ABF’s administrative fees are currently 62 basis points, or 0.62 of 1%. Investment management fees are taken at the investment level and currently total 38 basis points, or 0.38 of 1%

As a 509(a)(3) supporting organization (under Section 501(c)(3)), as determined by the Internal Revenue Code {“IRC”), ABF is exempt from having to register with the Securities and Exchange Commission {the “SEC11) as an investment adviser or as a broker/dealer.

This document is for informational purposes only, and is not, and should not be construed to be, investment advice. ABF does not provide investment, financial, tax, or legal advice. Each participating organization should consult with its own legal and tax advisors relating to its participation in the ABF’s investment program.

## ACKNOWLEDGEMENT

By signing this document, you agree to the stated terms and conditions. You also certify that you are legally authorized to act in the interest of the organization for which the account is established.

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_