

SAMPLE

The Investment Pool for Participating Entities of the Diocese of Marquette

General Investment Pool Participation Agreement

This Investment Pool Participation Agreement is entered into between the **Diocese of Marquette** and the _____, (the "Entity"), of _____, Michigan.

The Diocese has entered into a Master Custodial Account Agreement for Participating Dioceses with Comerica Bank dated as of January 1, 1995 (the "Master Custodial Account Agreement"). Under the Governing Document dated July 11, 1995, and revised September 10, 1998, (the "Governing Document") the Diocese has established an Investment Pool for Participating Entities of the Diocese of Marquette (the "Investment Pool"). The purpose of the Investment Pool is to allow entities within the Diocese whose assets are owned by the Diocese to invest their assets as part of the Diocese's General Diocesan Funds held under the Master Custodial Account Agreement.

The Entity hereby expresses its intention to participate in the Investment Pool. The Entity acknowledges receipt of a copy of the Governing Document. The Diocese hereby confirms and accepts the Entity as a member with a participating account in the Investment Pool.

The Diocese will at all times maintain an accounting of the entity's interest in the Investment Pool. Investment of the Investment Pool assets will be managed by professional investment managers selected by the Diocesan Finance Council from among the investment managers serving under the Master Custodial Account Agreement. The Entity agrees that the funds it contributes to the Investment Pool are legally owned by the Diocese.

The Entity may make contributions to the Investment Pool at any time, however, funds must be received at least three business days prior to the last day of the month to be invested the first day of the next month.

Although the purpose of the Investment Pool is to provide for the Entity's long term investment needs:

1. The entity is free to withdraw annual earnings (dividends, interest income and realized gains/losses) from its individual account within the Investment Pool.
2. The Entity may accumulate and reinvest all or part of current earnings as part of the principle.

3. The Entity may withdraw from the corpus of its account with three months' notice being given to the Diocese. (***This applies to participating entities that are endowment funds organized as juridical persons under Canon Law.***)

Earnings available for withdrawal are reported quarterly and may be withdrawn monthly.

Fees, including custodian, administrative and investment advisor (consultant, transaction and/or commission) fees, will be allocated proportionately to all funds within the Investment Pool on a quarterly basis. The fees will be allocated as a part of calculating the Market Value on "units" in the Investment Pool.

The total fees for investment administration and advisory services will approximate 35 to 40 basis points per year per \$1 million invested (\$3,500 to \$4,000 per year).

It is agreed that both the Diocese and the Entity will abide by the Governing Document, as amended from time to time by the Diocese. The Bishop of the Diocese of Marquette, after appropriate and due process, and consideration in accordance with canon and civil law, will serve as the final authority to resolve all matters requiring further consideration and ultimate determination not previously covered in the documents governing this Agreement.

THIS AGREEMENT IS MADE THIS _____ day of _____, 2014, in the City of Marquette, State of Michigan.

DIOCESE OF MARQUETTE

By: _____
Most Reverend John F. Doerfler, STD, JCL,
Bishop of Marquette.

FOR THE ENTITY AND PARTICIPATING FUND MEMBER:

Name of Participating Entity:

By: _____

By: _____