

FUND MANAGEMENT AGREEMENT

THIS INVESTMENT FUND AGREEMENT (this "Agreement") is made effective this ____ day of _____, 2005, (the "Effective Date"), by and between _____ ("the Investor"), and **The Cooperative Baptist Fellowship Foundation, Inc.**, a Georgia nonprofit corporation ("the Foundation"). In consideration of the representations, warranties, covenants, and agreements herein, the parties agree as follows:

ARTICLE I.

Purpose

The purpose of this Agreement is to describe and set forth the terms and conditions pursuant to which the Foundation will provide investment management services with respect to certain funds owned by the Investor. In furtherance of this purpose, the Investor shall establish the _____ account with the Foundation (the "Account") and shall make an initial contribution to the Account of the property described in Section 1 of Schedule A. In the event that the Investor desires to make any additional contributions to the Account from time to time, the Investor shall give written notice to the Foundation of the particular proposed contribution, and the Foundation shall, in its sole discretion, within a reasonable time, either add or decline to add to the Account all or a portion of such additional proposed contribution. Any and all of the property contributed to the Account and all accretions thereto are the "Investor Property."

ARTICLE II.

Authority

During the Term of this Agreement, the Foundation shall have the power to sell, transfer, or otherwise dispose of the Investor Property, and may invest and reinvest the Investor Property in securities, investment pools, investment trusts, and other property without restriction; provided, however, all investment and reinvestment of the Investor Property shall be in accordance with the investment policies (a) established by the Foundation and (b) expressly consented to by the Investor ("the Investment Policies").

ARTICLE III.

Management of Fund Property

The Foundation shall manage the Investor Property and is authorized to do the following in its sole discretion: (a) select and monitor the performance of managers, consultants, brokers, and custodians who will invest the Investor Property in accordance with the Investment Policies, and to transfer the Investor Property for such purposes to such managers, brokers, and custodians; (b) establish and revise from time to time the Investment Policies; and (c) take all steps necessary to accomplish the purposes of this Agreement.

ARTICLE IV.

Standard of Care

The Foundation and the trustees of the Foundation (the "Trustees") do not guarantee the maintenance of the Account corpus or income, but will use their best judgment in all investment decisions and performance of the investment management services described in this Agreement, in accordance with the investment objectives prescribed described in Section 3 of Schedule A.

ARTICLE V.

Fund Distributions

The Foundation will distribute the net income from the Fund to the Investor as described in section 6 of Schedule A.

ARTICLE VI.

Withdrawal of Fund Property upon Termination

Upon termination of this Agreement, the Foundation shall distribute to the Investor all of the Investor Property. Upon the complete delivery of the Investor Property to the Investor, the Foundation shall have no further responsibility to perform any further investment management services described in this Agreement.

ARTICLE VII.

Consideration

Subject to the terms and upon the conditions set forth in this Agreement, the Investor shall pay to the Foundation the fees set forth in Section 2 of Schedule A as the sole consideration for the investment management services provided under this Agreement. The Foundation shall be responsible for any and all other costs or expenses of any kind associated or relating to the performance of such services and the proper maintenance of the Account.

ARTICLE VIII.

Reports

The Foundation will send the Investor a record of the investments, positions, and transactions in the Account as soon as reasonably possible after the end of each monthly period.

ARTICLE IX.

Amendments

This Agreement may be amended or modified in whole or in part only by an instrument signed by authorized representatives of the Investor and the Foundation.

ARTICLE X.

Governing Law

This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the internal, substantive laws of the State of Georgia, without regard to its principles of conflicts of laws.

ARTICLE XI.

Voting of Securities

Unless otherwise agreed in writing, the Foundation will not take any action, or render any advice, with respect to the voting of proxies for securities held by the Investor in the Account.

ARTICLE XII.

Assignment

Neither party, without written consent of the other, may assign any of the rights or obligations hereunder.

ARTICLE XIII.

Confidentiality

All information furnished by the Investor to the Foundation shall be treated as confidential and shall not be disclosed to third parties, unless generally known or otherwise publicly available, and except as required by regulatory agencies or otherwise by law.

ARTICLE XIV.

Term; Termination

This Agreement shall become effective as of the Effective Date and shall remain in effect until terminated by either party by giving thirty (30) days written notice to the other, which notice shall be effective when received by the other party.

ARTICLE XV.

Relationship of the Parties

This Agreement does not create a partnership, joint venture or similar relationship between the parties. Neither party may bind the other party to third parties. The parties will not contend otherwise or try to enforce any contrary intention. Neither party will tell third parties that it is an agent, partner, or joint venturer of the other party.

ARTICLE XVI.

Notices

Required communication to the other party (“Notice”) must be in writing. Notice is made by delivery to the other party (at its address below, with receipt acknowledged) either in person or by a next-day mail or delivery service. A copy of the Notice must be sent by facsimile promptly to the other party.

If to the Investor, to:

If to the Foundation, to: The Cooperative Baptist
Fellowship Foundation, Inc.
PO Box 450329
Atlanta, GA 31145-0329
Attn.: President
Fax: (770) 220-1685

With a copy to:

With copy to counsel:

The party entitled to receive Notice may waive it in writing. Notice is effective when received.

ARTICLE XVII.

References

References to Articles and Sections are to corresponding parts of this Agreement. Article and Section headings are for reference only. References to Schedules are to schedules attached to and incorporated in this Agreement. The words “include,” “includes” and “including” imply “without limitation.” Unless the context requires otherwise, the masculine gender includes the feminine, and the feminine the masculine; and the singular includes the plural, and the plural the singular.

ARTICLE XVIII.

Binding Effect

This Agreement binds the parties and their parents, subsidiaries, affiliates, successors, and assigns.

ARTICLE XIX.

Benefit

This Agreement is for the parties’ benefit. Only the parties may enforce it.

ARTICLE XX.

No Assignment

This Agreement shall not be assigned by either party by operation of law or otherwise without the prior express written consent of the other.

ARTICLE XXI.

Waiver

The failure of either party to exercise any right, power or remedy provided under this Agreement or otherwise available at law or in equity, or to insist on compliance by the other party with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its rights to exercise any such or other right, power, or remedy or to demand such compliance. Any of the terms or conditions of this Agreement may be waived in writing at any time by the party that is entitled to the benefits thereof.

ARTICLE XXII.

Further Assurances

Each party will attend meetings, sign further documents and agreements, and do all other things reasonably needed to carry out this Agreement. If a party's attorney asks the other party to do so, the other party will sign agreements confirming indemnity covenants in this Agreement.

ARTICLE XXIII.

Construction; Severability

Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision or portion of any provision had never been contained herein.

ARTICLE XXIV.

Entire Agreement

This Agreement, including attached Schedules A, is the parties' entire agreement about its subject matter. It supersedes all their earlier written and oral agreements and understandings about its subject matter. It does not negate any written agreement by the parties signed as of or after the Effective Date.

IN WITNESS WHEREOF, the Investor and the Foundation, through their duly authorized officers, have executed this Agreement as of the date first written above.

Foundation:

THE COOPERATIVE BAPTIST FELLOWSHIP FOUNDATION, INC.,
a Georgia non-profit corporation

Don Durham

By: _____

Print: _____

Title: _____

Investor:

_____, a _____
non-profit corporation

(Type Name Here)

By: _____

Print: _____

Title: _____

Attachments:

Schedule A

SCHEDULE A

INVESTMENT MANAGEMENT

1. INITIAL FUNDING:

Cash and/or securities having an aggregate net value of _____ \$

2. MANAGEMENT FEE:

45 basis points (0.45%) annually, assessed quarterly on the ending fair market value of the Account on the last business day of the quarter. The Foundation reserves the right to change its fee schedule periodically but not less than quarterly and will give notice of any changes to the Investor according to the terms of this Agreement not less than thirty (30) days before the date any such change becomes effective.

3. INVESTMENT OBJECTIVES :

(OBJECTIVE)

4. INVESTMENT RECOMMENDATION:

(FUND)

5. PERSONS AUTHORIZED TO GIVE INSTRUCTIONS FOR THIS FUND:

Name: _____ Title: _____

Address: _____

Telephone: _____ Email _____

Name: _____ Title: _____

Address: _____

Telephone: _____ Email _____

Name: _____ Title: _____

Address: _____

Telephone: _____ Email _____

6. DISTRIBUTION SCHEDULE:

Distributions of net distributable income will be made _____*. All distributions will be made as soon as is practical after the end of the stated period.

*Choose one distribution option to insert above:

- Upon request.
- Monthly.
- Quarterly.
- Semi-annually.
- Annually.