Southwestern Union Revolving Fund

(a fund of the Southwestern Union Conference Corporation of Seventh-day Adventists)
P.O. Box 4000, Burleson, TX 76097

(817) 295-0476 - (817) 447-2443 (Fax)

Subscription Agreement (Church/Institution)

90-Day Demand Promissory Notes ("Notes")

| Office Use Only: | |
|-------------------|--|
| Note Account No.: | |
| Title: | |

The undersigned:

(i) Is a "Qualified Noteholder" (as defined in Section 8 of the 90-Day Demand Promissory Note Terms and Conditions); (ii) Agrees to the 90-Day Demand Promissory Note Terms and Conditions on the reverse side; (iii) Has received and has had the opportunity to read the current Offering Circular of the Southwestern Union Revolving Fund (the "Issuer") for the Notes; and (iv) Acknowledges that this Subscription Agreement for Notes is subject to acceptance by the Issuer and is not accepted unless and until an "Account Statement" is issued by the Issuer.

TRUST ACCOUNT. The parties named as trustees to the Note account own the Note account in proportion to the number of trustees of the Note account.

| | ry may not withdraw funds from the Note account before all trustees are deceased. On the unt passes to the beneficiary. The trust account is not a part of a trustee's estate and does |
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| Enter the name or names of the Trust and Trustees: | Enter the name and address of the beneficiaries: |
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| Church/Institution Account. Churches or Institutions of | the denomination must be in the Territory. |
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| Print Church Name: | |
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| | |
| ACKNOWLEDGMENT: | |
| | |
| Interest on the Notes should be (pick one): | |
| ☐ Reinvested in Notes | |
| ☐ Paid to the Noteholder(s) | |
| SIGNATURE [Trust]: | |
| SIGNATURE [TIUST]. | |
| | |
| (Print Name of Trust) | |
| | Print Trustee Name: |
| (4.11 | (Churches/Institutions must provide 2 signatories) |
| (Address) | _ |
| | By: _x |
| (Tax ID Number) | Print Trustee Name: |
| | Trine tradee namer |
| | |
| | |
| SIGNATURE [Church/Institution]: | |
| (we will only recognize current and successor Treasurers and Associate | Treasurers as signatories for Church/Institution accounts, unless otherwise directed) |
| | |
| (Print Name of Church/Institution) | |
| <u> </u> | Title: |
| | (Churches/Institutions must provide 2 signatories) |
| (Address) | |
| | By: _x |
| (Tax ID Number) | |
| | Title: (Churches/Institutions must provide 2 signatories) |
| | (Charches/Institutions must provide 2 signatories) |

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Investment Intent Letter

<u>Representations, Warranties and Covenants of the Subscriber</u>. In order to induce SWURF to accept the Subscriber's subscription in the Notes, the Subscriber hereby represents and warrants to, and covenants with, SWURF as follows:

- (a) The Subscriber has been given access to full and complete information regarding SWURF (including SWURF's then-current Offering Circular for the Notes) and has utilized such access to the Subscriber's satisfaction for the purpose of obtaining such information regarding SWURF as the Subscriber has reasonably requested; and, particularly, the Subscriber has been given reasonable opportunity to ask questions of, and receive answers from, representatives of SWURF concerning the terms and conditions of the offering of the Notes and to obtain any additional information, to the extent reasonably available.
- (b) The Subscriber acknowledges and agrees that, except as set forth herein, no representations or warranties have been made to the Subscriber by SWURF, any selling agent of SWURF, or any agent, employee, or affiliate of SWURF or such selling agent.
- (c) The Subscriber believes that an investment in the Notes is suitable for the Subscriber based upon the Subscriber's investment objectives and financial needs. The Subscriber: (i) has adequate means for providing for the Subscriber's current financial needs and personal contingencies; (ii) has no need for liquidity in this investment; (iii) at the present time, can afford a complete loss of such investment; and (iv) does not have an overall commitment to investments which are not readily marketable that is disproportionate to the Subscriber's net worth, and the Subscriber's investment in the Notes will not cause such overall commitment to become excessive.
- (d) The Subscriber, in reaching a decision to subscribe, has such knowledge and experience in financial and business matters that the Subscriber is capable of reading and interpreting financial statements, evaluating the merits and risk of an investment in the Notes and has the net worth to undertake such risks. The Subscriber's investment in the Notes does not (and will not at any time) exceed ten (10) percent of Subscriber's net worth (net worth excludes home, furnishings, and automobiles).
- (e) The Subscriber has not used any broker or finder in connection with the transaction contemplated hereby, and the Subscriber shall have no liability as a result of or in connection with any brokerage or finder's fee or other commission of any person or entity retained by the Subscriber in connection with the transactions contemplated by this subscription.
- (f) The Subscriber was not offered or sold the Notes, directly or indirectly, by means of any form of general advertising or general solicitation, including, but not limited to, the following: (i) any advertisement, article, notice or other communication published in any newspaper, magazine, or similar medium of or broadcast over television or radio; or (ii) any seminar or meeting whose attendees had been invited by any general solicitation or general advertising.
- (g) The Subscriber does not desire to utilize the services of any other person, or has obtained, to the extent the Subscriber deems necessary, the Subscriber's own personal professional advice, in connection with evaluating the risks inherent in the investment in the Notes and the suitability of an investment in the Notes in light of the Subscriber's financial condition and investment needs.
- (h) The information provided by the Subscriber in this letter and the Subscription Agreement is true, complete and correct as of the date hereof; the Subscriber consents to the disclosure of any such information, and any other information furnished to SWURF, to any governmental authority, self-regulatory organization, or, to the extent required by law, to any other person.
- (i) The Subscriber realizes that: (i) the purchase of the Notes is a 90 day demand investment; (ii) the Subscriber must bear the economic risk of investment for an indefinite period of time because the Notes have not been registered under any federal or state securities laws, and therefore, the Notes cannot be resold unless they are subsequently registered under applicable laws, or exemptions from such registrations are available; (iii) there is presently no public market for the Notes and the Subscriber may be unable to liquidate the Subscriber's investment in the event of an emergency, or pledge the Notes as collateral for a loan; and (iv) the Notes may not be resold or transferred and because the Notes are uncertificated securities subject to Article 8 of the Uniform Commercial Code as adopted in Texas, SWURF will not accept any transfer of Notes.
- (j) The Notes are being purchased for the Subscriber's own account and for investment purposes only, and without the intention of reselling or redistributing the same. The Subscriber has made no agreement with others regarding any of the Notes.

| Subscriber Signature: | Print Subscriber Name: | Date: |
|-----------------------|------------------------|-------|
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90-DAY DEMAND NOTE TERMS AND CONDITIONS

This statement serves as a record of your ("you" or "Noteholder") holdings of 90-Day Demand Promissory Notes (the "Notes") issued by the Southwestern Union Revolving Fund (the "Issuer", also referred to as "we," "us," "our," or similar terms), a fund of the Southwestern Union Conference Corporation of Seventh-day Adventists, an Oklahoma nonprofit corporation, as of the date of this statement. You may purchase additional Notes to be represented by this account number by sending in our approved form, accompanied by the purchase price of such Notes. Except as described herein, there are no other liens, restrictions of the Issuer or adverse claims as referred to in Section 8-408 of the Uniform Commercial Code. The following are the terms and conditions of

- 1. Offering Circular. Reference is made to the current Offering Circular of the Issuer for a description of the Issuer, the Notes, and certain risk factors related to purchases of the Notes. You represent that you have received and read a copy of the current Offering Circular of the Issuer for the Notes.
- 2. <u>Term.</u> Each Note will be paid in whole or in part at the option of the registered holder of the Note (the "Noteholder") upon written notice to the Issuer. Upon receipt of such demand, the Issuer will pay to the Noteholder, as soon as practicable but in any event no later than 90 days after receipt of such demand, an amount equal to the principal amount of the Notes for which payment is requested, plus the accrued interest on such principal (except as provided in Section 4).
- 3. <u>Interest Rate</u>. Prior to payment or redemption by the Issuer, the principal amount of the Notes will bear interest at a rate per annum determined from time to time by the Issuer, in its discretion. Each change in the interest rate (if and when made) will take effect as of the next first day of the month, after at least 30 days written notice, which notice may be provided in writing (including by Email or other electronic transmission) or which may be provided by posting the interest rate on the then-current website of the Southwestern Union Revolving Fund. Interest will be calculated for the actual number of days elapsed on the basis of a year consisting of 365 days.
- 4. Interest Payments. Interest on the Notes will be payable on March 31, June 30, September 30 and December 31 of each year. Unless a Noteholder specifically requests in writing that the Issuer retain interest and apply such interest to purchase additional Notes, and the Issuer in its discretion permits such purchase, interest payable will be sent by check (or otherwise as determined by the Issuer) to the Noteholder. Any such request by a Noteholder received after a Note is purchased will be effective as of the next quarterly interest payment date if received at least 10 days before such date. The Issuer maintains computer records referenced by account numbers to keep track of transactions in the Notes; interest will accrue when the Issuer has approved and processed the purchaser's forms and payment. Partial demands for repayment from a particular account will be of principal only; the accrued interest on such paid principal will be paid on the next quarterly interest payment date as provided herein.
- 5. Optional Redemption/\$500 Minimum/Closure. The Notes are subject to redemption by the Issuer at any time in whole or in part at a redemption price of 100% of the principal amount redeemed, plus interest accrued to the redemption date (the date payment will be sent by the Issuer). Interest will cease to accrue on the Notes or portions thereof that are called for redemption on the date payment is sent to the Noteholder. If at any time fewer than all of the outstanding Notes are to be redeemed, the selection of the Notes to be redeemed, or portions thereof, will be made pro rata or by lot by the Issuer in such manner as the Issuer may determine no more than 60 days before the redemption date. Notes will be redeemed only after written notice from the Issuer to each Noteholder specifying the redemption date and the principal amount of Notes to be redeemed. The notice will be given at least 30 days but not more than 60 days prior to the redemption date. If you do not maintain at least \$500 of Notes, we may redeem your outstanding Notes and close your Note account. Any individual to a multiple-party Note account (or any Trustee when there are multiple Trustees) may close the Note account at any time.
- 6. <u>Unsecured.</u> Payment of the interest on and principal of the Notes is not secured by any mortgage or other lien on any assets of any Borrower, the Issuer or any affiliates of the Issuer (including but not limited to the Seventh-day Adventist religious denomination (the "denomination") and any of its entities or unincorporated associations). No affiliate of the Issuer or the denomination nor any government agency has guaranteed or insured the payment of interest on or principal of the Notes.
- 7. <u>Issuer Records</u>. The Notes are issued as uncertificated securities pursuant to Texas law and Article 8 of the Uniform Commercial Code as adopted in Texas. The Notes are documented as to principal amount and identity and

- address of Noteholder on records maintained by the Issuer. Payments of interest and principal on a Note will be made at the address of the Noteholder of the Note then on file with the Issuer, until the Issuer receives written notice of a change of address of the Noteholder. The Issuer may treat the Noteholder of the Notes indicated on the records of the Issuer as the sole owner of the Notes and as the person exclusively entitled to receive payments of interest on the Notes, receive notifications with respect to the Notes and otherwise exercise all of the rights and powers as the absolute owner thereof (as determined by the Issuer in accordance with the applicable Subscription Agreement). Notes may not be transferred. Pledges, liens or other security interests in the Notes will not be registered by the Issuer.
- 8. <u>Qualifications of Noteholders</u>. Noteholders (including Noteholders by assignment pursuant to Section 7) must be (a) persons who reside in Arkansas, Louisiana, New Mexico, Oklahoma or Texas (our "Territory") and who hold membership in a church within the Seventh-day Adventist religious denomination, or (b) denominational entities located within our Territory for themselves or as trustees or administrators of trusts and other fiduciary programs (collectively, "Qualified Noteholders"). Trusts and other fiduciary programs administered by denomination affiliated entities may purchase the Notes in the name of the applicable denomination affiliated entity for the benefit of the specified beneficiaries. Certain trusts, the trustees and beneficiaries of which are members of Seventh-day Adventist churches and who reside in our Territory, also may purchase Notes with our approval. The Issuer reserves the right to permit Noteholders to be residents of or located in jurisdictions other than the foregoing without providing notice as provided in Section 11.
- 9. No Right to Purchase Additional Notes. The Issuer may, in its sole discretion, reject all or part of any subscription for the purchase of Notes at any time before acceptance of such subscription, including but not limited to additional purchases by a Noteholder. The Issuer may, in its discretion, decline to allow Noteholders to purchase additional Notes if: (a) Noteholders do not continue to reside in the Territory, (b) funds are not needed for Loans and the Issuer determines that increasing the funds in the Issuer is not advantageous, (c) the Issuer's registration or exemption from registration in the states in which it operates does not extend to sales of such additional Notes, or (d) other business considerations dictate that increasing the funds in the Issuer is not advantageous.
- 10. Additional Debt and Securities. Prior to the payment in full of the Notes, the Issuer may raise funds for operating or Loan activities through the offering of long-term debt having priority over the Notes. In addition, the Issuer may from time to time incur operational or capital debt in the ordinary course of its operations, whether secured or unsecured, which may have priority over the Notes. Any debt or debt securities incurred or issued by the Issuer and secured by its assets having priority over the Notes will not exceed ten percent (10%) of the tangible assets of the Issuer.
- 11. Change in Terms and Conditions. Except as otherwise provided herein, the Issuer may change any of the terms and conditions governing the Notes by providing written notice of such change to each Noteholder at least 30 days prior to the effective date of the change. Any such change will be reflected in the statements sent to Noteholders after the effective date. If a Noteholder prior to the effective date of a change provides written notice to the Issuer that the change is unacceptable, such notice will be treated as a demand for payment of the Notes held by such Noteholder as provided in Section 2. Any provision of the Notes that is modified by the Issuer or is held prohibited or unenforceable shall not affect the enforceability of any other provisions of the Notes.
- 12. Governing Law/Venue. The Notes are governed by, construed and enforced in accordance with the internal laws of the State of Texas, excluding principles of conflict of laws. Specifically, Chapter 113 (as it exists today and as hereafter amended) of the Texas Estates Code will govern the ownership of the Notes. The Noteholder waives, to the fullest extent permitted by law, (a) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to the Notes brought in any court of the State of Texas sitting in Johnson County, Texas, and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- 13. Indemnification/Offset. The Issuer will be indemnified and will be entitled to offset any Note account (principal and interest) from and against any claim, demand, or allegation, resulting in damages, costs or expenses to the Issuer (including the Issuer's attorney's fees, costs, expenses) relating to the ownership of the Note account (e.g., alleged beneficiaries, multiple account holders). The Issuer's records will determine all ownership claims relating to Note accounts.

THIS STATEMENT IS MERELY A RECORD OF THE RIGHTS OF THE ADDRESSEE AS OF THE TIME OF ITS ISSUANCE. DELIVERY OF THIS STATEMENT, OF ITSELF, CONFERS NO RIGHTS ON THE RECIPIENT. THIS STATEMENT IS NEITHER A NEGOTIABLE INSTRUMENT NOR A SECURITY.

THE NOTES ARE ISSUED AS UNCERTIFICATED SECURITIES PURSUANT TO TEXAS LAW AND ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE. NOTES MAY NOT BE TRANSFERRED.