

## BASIC ENDOWMENT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as the "Donor", and ABC Charity, a nonprofit corporation organized and located \_\_\_\_\_, \_\_\_\_\_.

### WITNESSETH:

WHEREAS, the Donor has transferred and delivered to ABC Charity the cash or property set out on Schedule A of this document to be held, invested and reinvested by ABC Charity in the manner set forth herein; and

WHEREAS, ABC Charity has accepted the donation for the purposes and under the considerations hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the parties do agree as follows:

1. The donation is transferred and delivered to ABC Charity for the purpose of establishing the \_\_\_\_\_ Fund (the "Endowment.") and is to become an asset of ABC Charity and to be governed by the Articles of Incorporation and By-Laws of that organization, as amended from time to time.

2. The original contribution and any and all additional gifts subsequently transferred to ABC Charity either by the Donor or other interested contributors shall be held, invested and reinvested in the manner hereinafter set forth in paragraph 6.

3. The Donor requests that an annual distribution be made from the fund for the purposes described in paragraph 4. The amount of this annual distribution may be set by the Board of Directors of ABC Charity in accordance with a general spending policy of ABC Charity. It is the intent of the Donor that the fund annually distribute a percentage of the annual market value of the fund (as determined by the Board of Directors), to include earned income and realized and unrealized gain, and that the corpus of the endowment will remain and grow in perpetuity.

4. The purpose of the Endowment is to [here insert the purpose or purposes for which the endowed funds can be spent].

5. Should ABC Charity lose its tax-exempt status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (hereinafter the "Code") and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code, or otherwise cease to exist, the Board of Directors of ABC Charity shall distribute all assets remaining in the Endowment to its 501(c)(3) tax-exempt successor in interest so long as that successor is not a private foundation within the meaning of Section 509(a) of the Code to be used for the purposes outlined in paragraph 4. Should the successor in interest lose its tax-exempt status described in Section 501(c)(3) of the Code and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code or otherwise cease to exist, then all assets remaining in this fund shall be distributed outright to charitable organizations qualified as 501(c)(3) organizations under the Internal Revenue Code that have purposes as similar as possible to those purposes listed in paragraph 4.

Should the purpose for which this Endowment is established cease to exist, represent a need so that the Board of Directors are unable to find purposes for use of such funds, or become impractical or too difficult to administer, then the Board of Directors, by majority vote, shall have the power to redirect the funds held in this Endowment for a purpose or purposes as similar as possible to the original intent of the Donor.

6. ABC Charity hereby accepts the property contributed to the Endowment and will hereafter invest it in accordance with the investment policies and procedures of ABC Charity. ABC Charity in its sole discretion is authorized to sell, exchange, or otherwise dispose of any securities or other property held by it at any time hereunder and to deliver such instruments as may be required by either a transfer agent, exchange, or other entity effecting such transfer. These assets may be pooled with other like assets in order to facilitate an orderly and cost effective management of assets for the organization. In addition, assets held by ABC Charity may be transferred to a Foundation created to support ABC Charity and its programs (upon a vote of its Board of Directors) if such transfer facilitates an orderly and cost effective management of assets. ABC Charity is authorized to use such methods as it deems necessary or advisable for the investment, sale, exchange, or transfer of any security held hereunder and to pay reasonable compensation and expenses in connection with the performance of said services. ABC Charity shall have the sole power to determine its investment policies and procedures and to decide any and all questions in connection therewith.

7. ABC Charity may hire agents to provide investment advice, administrative management, and tax preparation as are reasonable and necessary to carry out its duties. Fees and expenses for these services shall be charged first against the income of the Endowment, and then the fund principal on a pro-rata basis against all funds held in ABC Charity together with any necessary administrative costs of ABC Charity in managing these assets.

8. This Agreement shall be irrevocable and the Donor hereby expressly acknowledges that he/she shall have no right or power either alone or in conjunction with others and in whatever capacity to revoke or terminate this Agreement; provided, however, nothing herein contained shall be interpreted so as to prevent the Donor from making further contributions to this Endowment.

9. Investment funds managed by ABC Charity are exempt from the registration requirements of the federal securities laws pursuant to the exemption for collective investment funds and similar funds maintained by charitable organizations under the Philanthropy Protection Act of 1995 (PL 104-62). Information on the investment of those funds was provided to the Donor upon execution of this document.

10. This constitutes the full and complete agreement by and between the parties and all oral agreements and/or discussions are merged herein and are null and void to the extent that they are in conflict with the terms of this document. In no event shall this Agreement be treated or interpreted as creating a separate trust. No changes, alterations, additions, modifications, or qualifications shall be made or had in the terms, conditions, or provisions of any paragraph or item of this Agreement. Nor shall any amendment, modification or alteration be permitted that would result in this Endowment being treated as a separate trust or that would affect the status of ABC Charity as an organization described in Section 501(c)(3) of the and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code.

