

DONOR DESIGNATED GIFT
(Permanent Endowment)

THE STATE OF TEXAS

COUNTY OF HOWARD

This agreement is entered into by and between BIG SPRING AREA COMMUNITY FOUNDATION, INC., a Texas nonprofit corporation having its principal place of business in Howard County, Texas hereinafter called "**the Foundation**" and _____, residents of Howard County, Texas, herein called "**Donor(s)**".

1.

The Donors hereby give, assign, transfer and convey to the Foundation the property listed on Exhibit A attached hereto, as an irrevocable gift from the Donors to the Foundation. The property listed on Exhibit A and any future additions thereto, shall be known as the _____ **Fund** (hereinafter called "**the Fund**"). It is the intent of the Donors that the Fund be used as a permanent endowment for _(name of charity)_, hereinafter called "**the Charity**".

2.

The Articles of Incorporation and By-laws of the Foundation, as amended from time to time, are incorporated herein by reference and made a part hereof. Together they constitute the governing instruments of the Foundation and reference to that term shall be deemed to refer to both documents. The Donors hereby agree that the Fund will be administered by the Foundation subject to its governing instruments.

3.

From time to time the Donors or other contributors may make additional gifts to or for the use of the Fund. Such gifts will be held and administered as part of the Fund in accordance with this Agreement.

4.

The Fund and all net earnings thereon will be held for the benefit of the Charity. The assets of the Fund shall be held and administered by the Foundation, acting by and through its duly authorized Board of Trustees, officers, and agents. Assets of the Fund may be kept separate from other Foundation assets, or alternatively, may be commingled with other Foundation assets. However, the Foundation shall at all times keep accurate records reflecting the Fund assets, both as to principal and income. The assets of the Fund may be invested and reinvested from time to time in any securities, obligations or other property of any kind that the Foundation may deem advisable, including, but not limited to, interest bearing accounts, certificates of deposit, and common trust funds administered by the Foundation.

5.

It is the Donors' intent that, except as provided in Paragraph 6 below, the Fund shall be perpetual in nature and only the net earnings attributable to the Fund, if any, shall be available for distribution from time to time to the Charity. "Net earnings" shall be determined in accordance with the distribution rate approved by the Trustees of the Foundation from time to time. The timing of such distributions shall be made as follows: _____ (set out terms of distributions) _____ or *The timing of such distributions shall be in the sole and absolute discretion of the Foundation.*

6.

Should the Charity ever cease to exist or perform its charitable functions, the Foundation shall thereafter distribute the net earnings of the Fund to any other qualified charitable organization as defined in Section 501(c)(3) of the Internal Revenue Code of 1954 as it may be amended from time to time. The Foundation may consider the original purpose of the gift in making such future distributions.

7.

The Fund will be assessed fees in accordance with the fee schedule set by the Board of Trustees in existence from time to time. The Foundation may employ attorneys, accountants, financial managers or advisors and such other assistance as the Foundation in its sole and absolute discretion deems necessary. If deemed necessary by the Board of Trustees of the Foundation, the Fund will bear its proportionate share of such services and expenses.

8.

The Donor has agreed to establish this fund with a minimum principle gift of \$10,000, by contributing \$1,000 or more per year over a term of ten (10) years. If, after the expiration of ten years from the date hereof, the principle contributions to the Fund do not equal or exceed \$10,000, the Fund shall terminate and all principle and accrued income, if any, shall be transferred to, and become part of, the discretionary endowment fund of the Foundation.

Executed this _____ day of _____, 200__.

BIG SPRING AREA COMMUNITY FOUNDATION

By: _____, President

Donor

Donor

SCHEDULE A