

Community Foundation of the Ozarks
Agreement Form

_____ **FUND**

THIS AGREEMENT, between _____ (the "Organization"), the Community Foundation of the Ozarks, Inc. (the "Community Foundation"), and its affiliate, _____ Community Foundation is as follows:

The Community Foundation acknowledges the establishment of the _____ **Fund**, (hereinafter called "Fund"), subject to the terms and conditions herein set forth. The fund is to be held in perpetuity as an irrevocable organizational endowment fund.

The distributable amount of the fund shall be such amount of the income and accumulated appreciation of the Fund as the Community Foundation deems appropriate, in accordance with the payout provisions incorporated in the investment policies adopted by the Community Foundation and as may be amended from time to time. The Community Foundation of the Ozarks shall periodically disburse the distributable amount to the Organization. Distributions shall not be effected which would diminish the original principal of the fund and such amounts as may have been added to principal from time to time.

The Fund may be added to from time to time, and it is hoped that other individuals, organizations and corporations will also add to the Fund.

The Community Foundation may invest and reinvest the assets of the Fund as it determines in its discretion. All assets transferred to the Community Foundation shall be subject to the conditions set forth in the Community Foundation's governing instruments, including its Articles of Incorporation and Bylaws, as they may be amended from time to time, and any resolutions and procedures in effect from time to time.

All the provisions of such governing instruments of the Community Foundation and such resolutions and procedures are incorporated in this agreement and by reference made a part hereof.

The Fund is subject to the then current administrative charge of the Community Foundation.

Whenever the Board of Directors of the Community Foundation decides that conditions or circumstances are such or have so changed since a restriction by the donor as to purpose, manner of distribution, use or investment was provided, that literal compliance with the restriction is unnecessary, undesirable, impractical or impossible, or the restriction is not consistent with the Community Foundation effectively serving the charitable needs of the Ozarks area, it may, by the affirmative vote of the majority of the whole Board, order such variance from the restriction and such application of the whole or any part of the principal or income of the fund as in its judgment is then necessary to serve more effectively the charitable purposes of the corporation, taking into consideration the donor's wishes.

It is understood that endowed funds must achieve a minimum size of \$10,000 and until such a minimum is reached, all income shall be accumulated.

In the event the Organization is formally dissolved or otherwise ceases to exist as a legally operating entity, the Fund shall continue to be held by the Community Foundation in perpetuity as an irrevocable endowment fund. The distributable amount which had been payable to the Organization, shall instead be paid to any successor organization or entity designated in the bylaws or articles of organization of the Organization, a copy of the relevant section or section of which are attached hereto as Exhibit A, and incorporated herein by this reference. In order to be an acceptable successor organization or entity, the successor must be organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of

the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

If there is no Exhibit A attached to this agreement designating a successor organization, or if the designated successor organization is not qualified as provided in the preceding section, or if the Board of the Directors of the Community Foundation decides that conditions or circumstances are such or have so changed since a restriction by the Organization as to purpose, manner of distribution, use or investment was provided, that literal compliance with the restriction is unnecessary, undesirable, impractical or impossible, or the restriction is not consistent with the Community Foundation effectively serving the charitable needs of the Ozarks area, it may, by the affirmative vote of the majority of the whole Board, order such variance from the restriction and such application of the whole or any part of the principal or income of the fund as in its judgment is then necessary to serve more effectively the charitable purposes of the corporation, taking into consideration the original purpose and intent of the Fund and the purposes of the Organization.

_____, President

(organization)

Gary Funk, President
Community Foundation of the Ozarks, Inc.

_____, President
_____ Community Foundation

Date