

Community Foundation of the Ozarks
Agreement Form

_____ **FUND**

THIS AGREEMENT, between _____ (the "Donor"), the Community Foundation of the Ozarks, Inc. (the "Community Foundation"), and its affiliate, the _____ 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 a scholarship 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 for scholarships according to the criteria. 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 has five years to reach the \$10,000 endowed level. After five years, if the fund has not reached this level, the Community Foundation and ----- will create a plan for distribution.

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, Memorandum of Agreement between the Community Foundation of the Ozarks, Inc. and the Affiliate, 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.

Donor

Gary Funk, President
Community Foundation of the Ozarks

_____, President
_____ Community Foundation

Date