

**DESIGNATED ENDOWMENT FUND AGREEMENT
BETWEEN
Michigan Gateway Community Foundation
AND**

THIS AGREEMENT, made and entered into on _____, by and between Michigan Gateway Community Foundation (the “Foundation”), and _____ (hereinafter referred to as the “Donor”),

WITNESSETH:

WHEREAS, the Donor desire to create a charitable designated endowment in the Foundation; and

WHEREAS, the Foundation is a non-profit Michigan corporation exempt from taxation under Internal Revenue Code (“Code”) section 501 (c) (3), a public charity described in section 170 (b) (1) (A) (vi) of the Code, and accordingly an appropriate institution within which to establish such a charitable endowment; and

WHEREAS, the Foundation is willing and able to create such an endowment as a Designated Endowment fund, subject to the terms and conditions hereof;

NOW THEREFORE, the parties agree as follows:

1. NAME OF FUND. There is hereby established in the Foundation, and as a part thereof, a fund designated as _____ (hereinafter referred to as “the Fund” to receive gifts, in whatever form of money or property, and to administer the same.

2. PURPOSE. The primary purpose of the Fund shall be to provide support to _____ to carry out its role and mission as described by its governing documents.

3. GIFTS. The Donor hereby transfers irrevocably to the Foundation the property described on the attached Exhibit A to establish the Fund. Subject to the right of the Foundation to reject any particular gift, any person whether an individual, corporation, trust, estate or organization may make additional gifts to the Foundation for the purposes of the Fund by a transfer to the Foundation of property acceptable to the Foundation in whole or in part for the Fund. All gifts, bequests and devises to this Fund shall be irrevocable once accepted by the Foundation.

4. DISTRIBUTION. The annual earnings allocable to the Fund, net of the fees and expenses set forth in paragraph 11, shall be committed, granted or expanded for purposes described in Code section 170 (c) (2) (B) to organizations described in sections 509 (a) (1), (2), or (3). The net appreciation of Fund principal, realized or unrealized, may not be committed, granted or expended, except as otherwise provided herein. If any gifts to the Foundation for the purposes of the Fund are received and the use of the gift or income therefrom, said conditions or restrictions will be honored, subject, however, to the authority to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Foundation's Board of Trustees unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served by the Foundation. No distribution shall be made from the Fund to any individual or entity if such distribution will in the judgment of the Foundation endanger the Foundation's Code section 501 (c) (3) status. The annual distribution from the Fund shall be no more than five percent (5%) of the market value of the Fund as of March 31 of each year beginning one year after the fund is established.

5. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable Michigan laws and the Foundation's Articles of Incorporation and Bylaws. It is understood and agreed that all assets held in the Fund shall be subject to the charter and Bylaws of the Foundation, including, but not limited to, the variance power contained therein for the Board of Trustees of the Foundation to modify, *cy pres*, any restriction or considerations on the distribution of the fund for any specified charitable purposes or to specified organizations, if in the sole judgment of the governing body (without the necessity of the approval of any participating trustees, agent or custodian), such restriction or condition become, in effect, unnecessary, incapable of fulfillment or inconsistent with charitable needs of the community or area served by the Foundation. {(Treas. Reg. Section 1.170a-9(c)(II)(v)(b)(1)}

6. CONDITIONS FOR ACCEPTANCE OF FUNDS. The Donor agrees and acknowledges that the establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and By-laws of the Foundation as from time to time amended, and that the Fund shall at all times be subject to such terms and conditions, including but not by way of limitation, provisions for:

- (a) Presumptions of Donors' intent;
- (b) Variance from Donors' direction;
- (c) Amendments.

7. CONTINUITY. The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated, the Foundation shall devote any remaining assets in the Fund exclusively for charitable purposes that:

Sample Designated Agreement, Michigan Gateway Community Foundation

- (a) are within the scope of the charitable purposes of the Foundation's Articles of Incorporation; and,
- (b) most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

8. NOT A SEPARATE TRUST. The fund shall be a component part of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as trust property of a separate trust; provided that for purposes of determining the share of the Foundation's earning allocable to the Fund and the value of the total assets of the Foundation, such percentage interest being subject to adjustment at the time of each addition to or reduction of the assets of the Foundation.

9. ACCOUNTING. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to the Foundation.

10. INVESTMENT OF FUNDS. The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund and the power to commingle the assets of the Fund with those of other funds for investment purposes.

11. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs annually charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Foundation as applicable to funds of this type. Any costs to the Foundation in accepting, transferring or managing property donated to the Foundation for the Fund shall also be paid from the Fund.

IN WITNESS WHEREOF, the Donor has executed this Agreement and the Foundation has caused this Agreement to be approved by its Board of Trustees and to be executed by a duly authorized officer, all as of the day and year first above written.

Donor

Michigan Gateway Community Foundation

President/CEO