

## Designated Fund Agreement

THIS AGREEMENT (hereinafter referred to as the "Fund Agreement") is made and entered into between NATIONAL CHRISTIAN CHARITABLE FOUNDATION, INC. (dba, "The National Christian Foundation," hereinafter referred to as "Foundation"), a Georgia nonprofit corporation and tax exempt organization classified as a public charity pursuant to Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986 (the "Code"), which is affiliated with New Mexico Christian Foundation, and \_\_\_\_\_, an individual resident of \_\_\_\_\_ (hereinafter identified as "Donor").

### PREAMBLE

Donor desires Foundation to establish a fund that will make distributions to specific identified organizations, will be a "component part" of Foundation (as contemplated by IRS Regs 1.170A-9(e)(11), as now or hereafter amended), and will be used exclusively to further or carry out the religious, charitable, educational, literary, and/or scientific purposes of Foundation as set forth in Foundation's Articles of Incorporation, Bylaws, and Application for Tax Exemption (Form 1023), each as generally amended from time to time, and Internal Revenue Service determination letter (collectively, the "Governing Instruments") (such purposes identified hereinafter as the "Exempt Purposes"); and

Foundation desires to enter into this Fund Agreement with Donor to provide for the creation and administration of the fund created by this Fund Agreement consistent with Foundation's Governing Instruments, and with Foundation's Program Guidelines posted on its website, as generally amended from time to time (the "Program Guidelines").

Therefore, the parties agree as follows, in consideration of the Donor contributing to or directing other donors to contribute to the fund hereby created, and mutual covenants the receipt and sufficiency of which are hereby acknowledged.

- Name and Purpose Of The Fund.** The name of the designated fund hereby created is the "\_\_\_\_\_  
\_\_\_\_\_ Designated Fund" (the "Fund"). The purpose of the Fund is exclusively to further or carry out the Exempt Purposes of Foundation.
- Contribution Of Assets To The Fund and Use.** The Donor acknowledges and agrees that all contributions donors make to Foundation which the donors expressly request to be made a part of the Fund, and which Foundation expressly accepts to be a part of the Fund, are irrevocable charitable contributions to Foundation, and are deemed Fund assets subject to this Fund Agreement, as are earnings on such contributions.
- Investment Of Fund Assets.** The Donor hereby recommends that Foundation invest the Fund assets in the Foundation investment pools in the following allocations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Money Market,  
\_\_\_\_\_  
\_\_\_\_\_ Bond,  
\_\_\_\_\_  
\_\_\_\_\_ Conservative,  
\_\_\_\_\_  
\_\_\_\_\_ Balanced,  
\_\_\_\_\_  
\_\_\_\_\_ Growth.

One investment pool may be recommended except that two pools may be recommended if Fund balance will be \$100,000 or greater. Percentages must total 100 %. If the balance is below \$50,000, the Fund is invested in the "Stable Value Fund" with no monthly administrative costs, gains, or losses posted.

The Donor may revise this recommendation from time to time. If the Fund assets exceed \$300,000, the Donor may recommend to Foundation that it engage a particular investment adviser for those assets, in accordance with Foundation's Master Investment Policy.

4. **Ownership and Use Of Fund Assets.** All Fund assets are the property of Foundation. Foundation will use those assets exclusively for Foundation's Exempt Purposes. Except as limited in this Agreement, including **Exhibit "A"**, Foundation retains full and unlimited control over the investment, use and distribution of the assets in the Fund, which control includes but is not limited to the right to exercise complete dominion and control over all earnings on the Fund assets. The Donor may not make further recommendations to Foundation regarding the recipient of distributions from the Fund, but may recommend when Foundation should make such distributions.
5. **Distributions Of Fund Assets.** Foundation may distribute Fund assets from the Fund only to the entity(ies) named in **Exhibit "A"** hereto, provided that at the time of a distribution such entity(ies) is recognized and qualifies as a tax-exempt organization and a public charity or private operating foundation under Sections 501(c)(3) and 509(a) of the Code, contributions to which are tax deductible under Sections 170(c) and 170(b)(1)(A) of the Code. In the event the entity(ies) ceases to be so recognized or to so qualify, Foundation may distribute Fund assets to other entity(ies) in its discretion. Moreover, Foundation may distribute Fund assets in contravention of **Exhibit "A"** to the extent it determines that a restriction of such exhibit is unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served, or would prevent Foundation from using the Fund to further or carry out one of its exempt purposes, or to the extent required, in the reasonable judgment of Foundation, to maintain the status of the Fund as a component part of Foundation, or avoid subjecting the Fund to a material restriction or condition, under Section 1.170A-9(e)(11)(v)(B)(1) of the Treasury Regulations.
6. **Assessments For Administrative Expenses.** Foundation may assess the Fund to pay its costs of operations and pay or reimburse its administrative expenses.
7. **Miscellaneous Provisions.**

7.1. Governing Law. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, are governed by the laws of the State of Georgia. Notwithstanding, to the extent that the laws of the United States of America applicable to the formation and operation of tax exempt organizations are required to be applied, such laws also apply and govern.

7.2. Jurisdiction and Venue. Regardless of the place of execution, this Agreement shall be deemed to be a contract made in Fulton County, Georgia, and shall be interpreted as a contract to be performed wholly in the State of Georgia. The law of the State of Georgia shall be applied without regard to the principles of conflicts of laws.

7.3. Severability. If any provision of this Agreement or the application thereof to any party or circumstances is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other party or circumstance is not affected thereby and is to be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the Donor has first executed this Agreement, which shall be considered legally binding upon Foundation and as having an effective date upon the last to occur of all of the following events - (i) the transfer of the initial contribution to the Fund following the Donor's execution of this Agreement; (ii) the receipt of such contribution by Foundation; (iii) the acceptance of such contribution by Foundation; and (iv) the execution of this Agreement by Foundation.

**DONOR**

**NATIONAL CHRISTIAN CHARITABLE FOUNDATION, INC.  
d/b/a The National Christian Foundation**

\_\_\_\_\_  
By (Donor Signature)

\_\_\_\_\_  
By (Officer Signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Effective Date

**EXHIBIT A  
TO  
DESIGNATED FUND AGREEMENT**

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Address (Including P.O. Box, street address, suite or apartment #)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Web Address

\_\_\_\_\_  
Employer Identification Number (if known)

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Address (Including P.O. Box, street address, suite or apartment #)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Web Address

\_\_\_\_\_  
Employer Identification Number (if known)

\*\*If you wish to specify additional organizations, please note their contact information (as requested above) on a separate sheet. If an IRA Rollover will be contributed to this fund, then only one organization can be named above.

**Donor Information**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (Including P.O. Box, street address, suite or apartment #)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number Email Address

\_\_\_\_\_  
Current NMCF Giving Fund Name ID Number

**Additional Advisor**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (Including P.O. Box, street address, suite or apartment #)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number Email Address

\_\_\_\_\_  
Current NMCF Giving Fund Name ID Number

\*\*Unless instructed (by separate attachment), we will accept recommendations from either of the individuals named above. To add additional advisors, please provide the above information for each advisor on a separate sheet. If you wish to authorize additional advisors, please note their contact information (including email and address) on a separate sheet.

## Contribution Information

How will your NMCF Designated Fund be funded? (Check all that apply):

- IRA Rollover,
- Current NMCF Giving Fund – please provide Fund Name and ID \_\_\_\_\_
- Check(s) in the amount of \$ \_\_\_\_\_
- Wire in the amount of \$ \_\_\_\_\_
- Complex gift (as defined in Program Guidelines)
- Publicly traded securities or mutual fund shares
- Assets to be gifted at a later time via testamentary gifting

## Successor Advisor Information

Please list below the individual you would like to name as the successor advisor to the Fund. In the event of your death or incapacity, the successor advisor will be able to recommend timing of distributions and investment options.

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Name & Address

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Relationship

Contact Number(s)

Email Address

Revised 11.2008

**For Internal Purposes ONLY** Fund #: \_\_\_\_\_ Relationship Manager: \_\_\_\_\_ Source code: \_\_\_\_\_  
Entry date: \_\_\_\_\_ Initials: \_\_\_\_\_ Salesforce: Y / N