

INSTRUMENT OF TRANSFER TO THE COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY

DONOR ADVISED FUND

_____, hereby gives to the COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY (the "Foundation") \$ _____, subject to the following provisions.

The Donor desires to establish, in cooperation with the Foundation, a Donor Advised Fund.

Delivery of property to the Fund shall constitute an irrevocable gift to the Foundation upon acceptance by the Foundation subject to the following terms and conditions:

(1) The Fund shall be established on the books and records of the Foundation and be known as the _____ Fund (hereinafter referred to as the "Fund").

(2) It is acknowledged by the Donor that:

(a) Distributions of net income (and/or principal) of the Fund, within limitations set forth below, shall be made at such times, in such amounts, and in such ways and for such charitable purposes as the Foundation shall determine. The Donor (or Donor's designee) may from time to time submit to the Foundation suggestions with respect to distributions, which suggestions shall be advisory only and the Foundation shall not be bound to such suggestions. The establishment and administration of the Fund is subject to the resolutions and policies of the Foundation, as amended from time to time, governing Donor Advised Funds.

(b) The Fund shall be used only for the charitable or other purposes described in Section 170(c)(1) or (2)(B) of the Internal Revenue Code of 1986, and as amended, within the purposes of the Foundation, either directly or by contributions to other organizations for such purposes.

(c) The Fund shall at all times be the property of the Foundation owned by it in its normal corporate capacity. In such capacity, the Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable purposes of the Foundation.

(3) The Fund shall include the property this day received from the Donor, such property as may from time to time be transferred to the Foundation by the Donor for inclusion in the Fund, such property as may from time to time be received by the Foundation from any other source and accepted by it for inclusion in the Fund, and all income from the foregoing property.

(4) Contributions to the Fund shall vest in the Foundation upon receipt and acceptance by it. The Fund shall be the property of the Foundation and shall be held by it in its normal corporate capacity. The Fund shall not be deemed a trust fund and shall not be held by the Foundation in a trust capacity.

(5) Each donor by making contribution to the Foundation for inclusion in the Fund accepts and agrees to all of the terms of the Articles of Incorporation and Constitution and Bylaws of the Foundation together with the Policies of the Foundation (including the Policies and Procedures related specifically to Donor Advised Funds) and that the Fund shall be subject to the provisions for the presumption of a donor's intent, for variance from a donor's desires, and for amendment and termination, and to all other terms of the Articles of Incorporation and Constitution and Bylaws, and Policies and Resolutions of the Foundation, each as from time to time amended.

(6) The property of the Fund may be co-mingled for investment purposes and the Foundation may delegate investment management of the property to Foundation committees, officers, or Foundation employees, or contract with independent third parties to invest and reinvest the Foundation's Funds.

(7) The Fund shall be presumed to be intended (a) to be used only for charitable purposes, (b) to be productive of a reasonable return of net income which is to be distributed at least annually for a charitable purpose, and (c) to be used only for such of those purposes and in such manner as not to disqualify any contribution from deduction as a charitable contribution, gift, or bequest in computing any federal income, gift, or estate tax of a donor or a donor's estate and not to disqualify the Foundation from exemption from federal income tax as a qualified charitable organization described in Section 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 and shall not be otherwise applied. If a desire by any donor, however expressed, would, if followed, result in use contrary to the intent so presumed, or if the Foundation is advised by counsel that there is a substantial risk of such result, the desire shall not be followed, but shall be varied by the Foundation so far as necessary to avoid such result, except if a donor has clearly stated that compliance with the desire is a condition of the gift, then the gift shall not be accepted unless an appropriate judicial or administrative body first determines that the condition and desire need not be followed. Reasonable charges and expenses of counsel for such advice and proceedings shall be proper expenses.

(8) Whenever the Foundation decides that any restriction or condition on the distribution of the Fund has become, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Knox County community, it may order such modification of the restriction or condition and such application of the whole and any part of the principal or income of the Fund to such other charitable purposes as, in its judgment, will then more effectively serve the charitable needs of the Knox County community.

(9) Nothing herein shall cause the Foundation to be treated other than as a single entity and the fund shall at all times be treated as a component part of the Foundation. The Fund may not be directly or indirectly subjected by any donor to any material restriction or condition within the meaning of Internal Revenue Regulation Section 1.507-2(a)(8) with respect to transferred assets to the Fund.

(10) It is intended that the Fund shall be a component part of the Foundation and not a separate trust, and nothing in this Transfer Document shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 and as an organization which is not a private foundation within the meaning of Section 509(c) of the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing provisions of the Internal Revenue Code of 1986 and any regulations issued pursuant thereto. The Foundation is authorized to take whatever steps may be necessary to conform the Fund to the provision of any applicable law or government regulation in order to carry out the foregoing intention. References herein to provisions of the Internal Revenue Code of 1986 shall be deemed reference to the corresponding provisions of any future Internal Revenue Law.

(11) The minimum amount of the initial gift from the Donor to the Foundation to establish the Fund shall be Five Thousand Dollars (\$5,000).

(12) The Foundation shall be entitled to an annual fee for the investment and administration of the Fund.

Name of Donor (type or print)

Address

Signature

Accepted this _____ day of _____ 200 ____.

COMMUNITY FOUNDATION OF
MOUNT VERNON & KNOX COUNTY

By: _____
Executive Director

COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY
Guidelines for Donor Advised Funds

1. Fund minimum is \$5,000
2. Additions to the Fund may be made at any time in any amount.
3. The Fund will be identified separately on the COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY records, but will be co-mingled for Investment process according to COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY Investment policy.
4. Distribution of income will be determined by COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY Board of Trustees.
5. Donors may suggest distribution from the Fund on an annual, or more frequent, basis. Distribution will be determined by COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY or upon donor request to coincide with COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY grants or Funds' income distribution.
6. Donor advising includes the donor/designee and additional-generation designees, if desired. (Not applicable to organization funds.)
7. After two generational advising has ceased, the donor may designate (in approved Transfer document) qualifying charities, or another permanent fund of the Foundation to receive the income. (Not applicable to organization funds.)
8. COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY combined fees for investment management and administrative cost recovery for 2004 are approximately (one percent) 1 % of fund balance. This fee is subject to fluctuation.
9. Donor will receive information annually as to the Fund Balances and Distributions made.
10. Grantmaking expertise is available to the donor by COMMUNITY FOUNDATION OF MOUNT VERNON & KNOX COUNTY.
11. A full range of liquid and non-liquid assets may be considered for gifting.
12. The Foundation will work with the donor to provide a lasting legacy to the community.