

**DISCRETIONARY FUND AGREEMENT
BETWEEN
COMMUNITY FOUNDATION OF THE TWIN TIERS, INC.
AND**

THIS AGREEMENT, made and executed on _____, 20__ , by and between COMMUNITY FOUNDATION FOR THE TWIN TIERS, INC. (the "Foundation"), and _____ {NAME OF DONORS} (hereinafter referred to as the "Donor") to evidence the absolute transfer by the Donor of property to the Foundation for its public charitable, scientific, literary, and educational purposes. The purpose of this transfer is to establish a permanently endowed discretionary fund to be administered in accordance with the provisions set forth below.

1. NAME OF THE FUND. The name of the Discretionary Fund established with the property transferred as described hereunder shall be the {NAME OF FUND} (hereinafter referred to as "the Fund").
2. CONTRIBUTIONS. The Donor hereby irrevocably gives, assigns, and transfers to the Foundation property described in EXHIBIT A attached hereto and made a part hereof. Said transfer is to create a permanent endowment with opportunity for the Donor and/or other supporters to make further contributions to the established Fund at any time. The Foundation hereby accepts the property transferred and affirms that it will hold, in perpetuity, such and any additional property transferred to the Fund.
3. DISTRIBUTIONS & PURPOSE. No grant distributions will be made until the Fund principal reaches the minimum payout level of \$10,000. Once the minimum payout level has been reached, charitable distributions in amounts established by the Board's Spending Policy will be made periodically as determined by the Foundation's Board of Directors. All grants made by the Foundation from this Fund will acknowledge this Fund as their source.
4. ADMINISTRATION. The Foundation affirms that it will administer this Fund in accordance with the terms and subject to the conditions set forth in its governing instruments, including its Articles of Incorporation and Code of Business Conduct, as amended from time to time, and any resolutions and procedures from time to time in effect. The Foundation shall assess a reasonable fee to administer this Discretionary Endowment Fund.

The Board agrees to provide the Founding Contributor and any Donor that has contributed to the Foundation at least \$10,000 a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.

5. ASSET MANAGEMENT. Control over the investment or reinvestment of such property and the asset management of the Fund will be exercised exclusively by the Foundation.

6. NOT A SEPARATE TRUST. The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered so that the Federal Income Tax status of the Foundation as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected. This Agreement will be interpreted in a manner consistent with the Federal Income tax provisions and regulations that govern the operation of the Foundation, and it may be amended from time to time by the Foundation's Board to conform to such provisions and regulations.

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

8. IRREVOCABLE GIFT. The Donors understand and declare that this Agreement and the donations it represents are absolute and irrevocable and that, after the execution of this instrument, the Donors shall have no right, title, interest, or incidents of ownership in the property described in EXHIBIT A or any additional property transferred to this Fund. Further, the Donors shall have no unilateral right to alter, amend or terminate this agreement.

9. 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, this instrument has been executed by the Donors and on behalf of the Foundation on the day and year first above written.

DONOR:

{DONOR NAME}

Received for the Community Foundation for the Twin Tiers, Inc. by:

By _____
{NAME & TITLE}

EXHIBIT A

Property contributed by:

{DONOR NAME}

to the:

{FUND NAME}

of the Community Foundation for the Twin Tiers

Pursuant to Establishment of Fund Agreement
Executed the {DAY} day of {Month}, 2008.

Property Description:

\$ {AMOUNT OF PROPERTY DONATED}
{DESCRIPTION OF PROPERTY DONATED}
{DATE PROPERTY RECEIVED}