

## Single Charity 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 Alabama Christian Foundation, and \_\_\_\_\_, a \_\_\_\_\_ nonprofit and tax exempt organization classified as a public charity or private operating foundation pursuant to Sections 501(c)(3) and 509(a) of the Code (hereinafter identified as "Charity").

### PREAMBLE

Charity desires Foundation to establish a fund that will make distributions only to a single identified organization, 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 Charity 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 Charity contributing to or directing donors to contribute to the fund hereby created, and mutual covenants the receipt and sufficiency of which are hereby acknowledged.

- 1. Name and Purpose Of The Fund.** The name of the designated fund hereby created is the "\_\_\_\_\_ Single Charity Fund" (the "Fund"). The purpose of the Fund is exclusively to further or carry out the Exempt Purposes of Foundation.
- 2. Contribution Of Assets To The Fund and Use.** The Charity 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.
- 3. Investment Of Fund Assets.** The Charity 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 Charity may revise this recommendation from time to time. If the Fund assets exceed \$300,000, the Charity 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, 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. Charity may not make recommendations to Foundation regarding the recipient of distributions from the Fund. Charity may recommend when Foundation should make distributions, and may make other recommendations regarding the use of Fund assets, in accordance with and subject to Foundation's Governing Instruments and Program Guidelines. Charity may make its recommendations only through a designated representative identified to Foundation in writing.
5. **Distributions Of Fund Assets.** Foundation may distribute Fund assets only to Charity, provided that at the time of the distribution Charity 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 Charity ceases to be so recognized or to so qualify, Foundation may distribute Fund assets to another entity in its discretion. Moreover, Foundation may distribute Fund assets to another entity at any time it determines that the restriction to Charity is unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served, or when Foundation determines that such distribution is necessary to comply with the terms of its Governing Instruments or its Program Guidelines.
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 Charity 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 Charity'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.

\_\_\_\_\_  
Charity Name (printed)

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

**EXHIBIT A  
TO  
SINGLE CHARITY FUND AGREEMENT**

**Charity Information**

Charity Name

Address

City

State

Zip

Telephone Number

Email Address

Web Address

EIN

**Fund Advisor**

Please list below the designated representative authorized to make recommendations on investments and on the timing of the distributions.

Representative Name

Address

City

State

Zip

Telephone Number

Email Address

\*\*We will accept distribution timing and investment recommendations from the advisor listed above. 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 ACF Single Charity Fund be funded? (Check all that apply):

- Current ACF 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

Revised 07.2008

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