



AGREEMENT ESTABLISHING A NON-PROFIT ORGANIZATION DESIGNATED FUND OF THE CHRISTIAN COMMUNITY FOUNDATION

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THIS AGREEMENT, made and entered into the ____ day of _____, 20____, by and between the Christian Community Foundation, Inc. (hereinafter "Foundation"), and ____ a 501(c)3 non-profit organization (hereinafter "Organization").

Whereas, Organization desires to create a Non-Profit Organization Designated Fund to benefit its charitable work; whereas, Organization believes that Foundation, a not for profit Tennessee corporation exempt from taxation pursuant to the Internal Revenue Code, is the appropriate institution within which to establish a Non-Profit Organization Designated Fund; and whereas, Foundation is willing and able to create a Non-Profit Organization Designated Fund subject to the terms and conditions hereof.

NOW, THEREFORE, the parties agree as follows:

1. **Name of Fund**

The fund shall be named the _____ Fund of the Christian Community Foundation (hereinafter "Fund") (ex: Memphis Ministry Fund).

2. **Conditions of Acceptance**

Treasury Regulations provide, if Organization ceases to be a qualified charitable organization, or if the Fund's purpose becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community, Foundation may exercise its variance power under Article XIV of its Bylaws. The exercise of such power shall not be effective earlier than at least thirty (30) days after Foundation notifies Organization in writing of its intent to exercise such power and the manner in which Foundation proposes to vary the purposes, uses or methods of administering the Fund.

3. **Administrative Provisions**

Organization's designated advisors to Foundation are the President or Executive Director, Chairman and Secretary of Organization or other person as designated by the Board of the Organization (hereinafter "Advisers"). Any two of the Advisors shall be authorized to advise Foundation on behalf of Organization during their terms of office. The Advisors have been appointed for the purpose of making recommendations to Foundation regarding the administration of the Fund's assets and requesting distributions of those assets. Distributions to Organization may be made from the net income and principal of the Fund.

4. **Representations of Foundation**

Foundation represents to Organization it has received a ruling from Internal Revenue Service that it is an organization described in Internal Revenue Code Sections 501(c)3, 170(b)(1)(a)(vi) and 509(a)(1); that the facts and circumstances forming the basis for the issuance of the ruling have not substantially changed since the date of the issuance thereof; and that the ruling has not been expressly or impliedly revoked.

5. **Cost of Administration**

The Fund will be assessed an annual administrative fee by Foundation calculated on the market value of the fund each month and paid quarterly. The fee is:

- .50% on the Fund balance from \$0 - \$100,000 (minimum \$200 annually) and
- .25% on the Fund balance over \$100,000

Any interest, dividends and capital gain/loss earned will be retained by the Fund. The minimum amount to establish Fund is \$25,000.

6. Investment Alternatives

(Please write percentages equaling 100)

- ___ Cash Management Pool (Bank CDs and US Government Agency notes with maturities of less than one-year)
- ___ Reliant Pool - Reliant Investment Management Pool (Short duration, high quality fixed income; 1-3 year maturities)
- ___ Longleaf Pool (invested equally in the Partners Fund, Small-Cap Fund and the International Fund)
- ___ Preserver Partners Pool - Multi-Asset (Invested in equity, fixed income, real estate, and alternative strategies)

Diversified Trust Company Pools:

- ___ Conservative (100% fixed income)
- ___ Balanced (40% fixed income and 60% equity)
- ___ Growth (100% equity)

Please check if the following applies:

- ___ Fund will be \$300,000 or greater, and Organization plan to recommend its own investment manager subject to the approval of Foundation

Investment options can be changed anytime; however, the change must be in writing. The Organization is aware of the risk of investing its Fund and the Foundation is not responsible for poor performance or decline in value. In addition, the Foundation is not responsible for poor decisions made by the investment manager recommended by the Organization.

Organization's Contact Information (For statements, newsletters, etc.)

Name of Organization

Title	First Name	Initial	Last Name	Suffix
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Full Address: Street address	City	State	Zip Code
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Primary Phone	Other	Mobile	Fax
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E-mail Address

Referred By

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

Board Chairman Signature **Date**

Board Secretary Signature **Date**

Executive Directors Signature **Date**

Accepted By President, Foundation Executive Director **Date**