

DESIGNATED AGENCY Fund Agreement

_____ (Date)

RE: AGENCYFUNDNAME

Dear _____:

Thank you for agreeing to establish a permanent endowment fund with the Burlington Community Fund. The property that makes up this gift should be filled in on the final page of this agreement. This is the agreement between _____ and the Burlington Community Fund establishing the AGENCYFUNDNAME.

_____ has indicated its intention that the gift be operated as a component endowment fund of the Burlington Community Fund (“we” or “us”). This letter confirms the terms under which we will administer this gift.

We agree that your organization’s gift, together with any future gifts that it or others might make (with directions that we add it to your original gift), will be held by us in a separate fund to be known as the AGENCYFUNDNAME. In this letter, this fund will simply be called the “Fund”.

We will administer and distribute the Fund in accordance with this letter and the conditions of our tax exempt status. Further information is available on our website.

Edwards Group is currently the manager of all BCF funds. The Fund will be pooled with the assets of our other component funds and invested with those assets. Merrill Lynch currently handles all investments.

It is our policy to distribute each year a certain percentage of the value of the Fund assets. This distribution policy is subject to change by our Board of Governors provided that any changes shall be applied uniformly to all funds administered by us. The percentage is reviewed and determined annually by our Board and typically ranges between four and five percent (4 to 5%).

We normally distribute part of the Fund to your designated agency at least annually. It must continue to maintain its Federal tax status as a tax-exempt organization of the Federal income tax code.

It is our understanding that the Fund is to be an endowment fund and, under normal circumstances, we will only make the distributions described in the prior paragraph. The balance of the Fund will be invested. Nevertheless, your organization has agreed that additional distributions may be made if we conclude that such distributions will benefit your designated agency, advance your charitable and exempt purposes, and benefit the community.

The Fund will be charged certain fees. At the present time, our policy is to charge the Fund for:

- # The fees of the Fund's investment manager, approximately 0.8%.
- # An amount equal to one percent (1%) per annum of the fair market value of the Fund.
- # In addition, the Fund may also be charged for costs directly related to its operation.

This policy may be changed from time to time provided that any changes shall be applied uniformly to all funds administered by us.

Each year, we will provide you with a copy of our annual report. In addition, at your request, we will provide a copy of our annual financial statements prepared by our accountants.

Under the governing instrument, and in accordance with federal tax law, we can modify the restrictions on distributions from the Fund, but only if we should determine that those restrictions have become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community.

If the time comes to terminate the Burlington Community Fund, we will distribute any assets left in the Fund to your designated agency (assuming that your organization maintains its federal tax status). If your organization's tax exempt status should change, or if it should decide to go out of existence, your organization has the right to give us advice as to its suggestions for distributions from the Fund, consistent with the other terms of this letter. The final decision on all such distributions rests with us, but your advice will be carefully and thoughtfully considered. If, for any reason, your organization should be unable to recommend distributions from your fund, we will assume the responsibility of making distributions from the remaining balance.

Please confirm that this letter accurately sets forth the mutual agreement between us as to the operation of the Fund by signing and dating two (2) copies of this letter.

Thank you for a gift that will impact generations to come.

Sincerely,

BURLINGTON COMMUNITY FUND

By: _____

Date: _____

We hereby acknowledge receipt of a copy of this letter and confirm that it accurately sets forth our agreement with the Burlington Community Fund regarding the operation of the FUNDNAME.

Donor Signature

Date

Donor Signature

Date

Phone

Email

Enclosures

AGENCYFUNDNAME - Fund Details

Fund Description - Please provide a brief description of the fund to be included in our publications (if desired):

Gift to establish Fund (Check one):

- Stock Transfer
- Check/Cash
- Transfer from existing Fund
- Graduated Acorn Fund or Red Balloon Fund
- Other _____

Additional Notes for the fund file: _____
