

The Jewish Community Foundation of Greater Kansas City  
5801 West 115th Street, Suite 104  
Overland Park, Kansas 66211-1824

\_\_\_\_\_, 2011

Ladies and Gentlemen:

Delivery is made herewith by the undersigned Donor of the property listed in Schedule "A" attached hereto and made a part hereof. Delivery of said property constitutes an irrevocable gift of same to the Jewish Community Foundation of Greater Kansas City (the "Foundation") upon your acceptance of the gift and of the following terms and conditions:

(1) A fund shall be established on the books of the Foundation which shall be known as the **NAME OF FUND (the "Fund")**.

(2) The Fund shall include the property received from said Donor, as listed on the attached Schedule "A", such property as may from time to time be transferred to the Foundation by the Donor for inclusion in the Fund, or 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.

(3) The Fund shall be the property of the Foundation held by it in its normal corporate capacity; it shall not be deemed a trust fund held by it in a trustee capacity. The Foundation in its normal corporate capacity shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable, educational and religious purposes of the Foundation.

(4) The Fund shall be used only for charitable, educational, or religious purposes (or any combination of such purposes) within the purposes of the Foundation, either directly or by contributions to other organizations for such purpose or purposes.

(5) Distributions from the Fund of the income or principal or both of the Fund, within the limitations provided for in paragraph (4) above, shall be made at such times, in such amounts, in such ways and for such charitable, educational or religious purposes (or any combination of such purposes) as the Foundation shall determine. The Donor may from time to time submit to the Foundation recommendations with respect to distributions, which recommendations shall be solely advisory and the Foundation is not bound by such recommendations. The privilege of making recommendations with respect to distributions from this Fund belongs to the Donor during her lifetime (the "Advisor"). Upon the death or legal incapacity of the Advisor, the Fund shall become an Unrestricted Legacy Fund in the name of the Donor. The privilege of making recommendations with respect to distributions from all Unrestricted Legacy Funds belongs to the Grants Committee of the Board of Trustees of the Foundation.

(6) The Fund shall be administered under and subject to the Procedures for Establishment and Operation of Funds as the same may be prescribed by the Foundation, including any amendments thereto.

(7) Neither the Donor nor any other individual may receive any benefit or privilege in return for a distribution from the Fund.

(8) It is understood that no distributions will be used to discharge or satisfy legally enforceable pledges or obligations of any person, including the Donor.

(9) It is intended that the Fund shall be a component part of the Foundation and that nothing in this Agreement 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 that is not a private foundation within the meaning of Section 509(a). Nor shall anything in this agreement be construed to invalidate a gift from a donor. This Agreement shall be interpreted in a manner consistent with the foregoing provisions of the Federal tax laws and any regulations issued pursuant thereto. The Foundation is authorized to amend this Agreement to conform to the provisions 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 references to the corresponding provisions of any future Internal Revenue law.

(10) I am familiar with and accept the terms of the Foundation's Procedures for the Establishment and Operation of Funds.

(11) This Agreement is subject to the right of the authorized governing body of the Foundation to alter the foregoing designations in the event that any or all of them shall, by reason of changed conditions, become impossible to fulfill, impractical or undesirable as determined by the governing body of said Foundation.

Kindly indicate below your acceptance of this gift and of the foregoing terms and conditions.

Very truly yours,

Donor

\_\_\_\_\_

Accepted this \_\_\_\_\_ **day of** \_\_\_\_\_, **2011**. Receipt of the above-described property on this date and acceptance of the terms of the gift is acknowledged.

Jewish Community Foundation of Greater Kansas City

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Lauren Mattleman Hoopes  
Executive Director

SCHEDULE "A"

(List property transferred to the Jewish Community Foundation of Greater Kansas City to establish the Advised Fund.)