



## GIVING FUND AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_, between \_\_\_\_\_ (the "Donor") and SDG Impact Fund (the "Charity"), a not-for-profit corporation having its principal office in the City of Cartersville and State of Georgia, to create a donor advised fund.

- 1. CREATION OF FUND.** The fund shall be known as The \_\_\_\_\_ (the "Fund"). All money and property transferred to the Fund shall be an irrevocable gift to the Charity.
- 2. FUND MANAGEMENT.** The Charity shall hold, manage, invest and reinvest the Fund, shall collect the income and shall pay and disburse the net income and principal therefore exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation of the Charity. The Articles of Incorporation have been adopted by the Board of Directors of the Charity, and their provisions, as they may be amended from time to time, are hereby incorporated by reference and conclusively assented to and adopted. The phrase "charitable uses and purposes" shall be defined as all of those activities, uses and purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code").
- 3. FUND INVESTMENT.** The assets of the fund will be invested collectively with other funds of the Charity but accounted for separately and in the name of the Fund. The market value of the Fund is not guaranteed by the Charity and may fluctuate depending upon investment results.
- 4. DONOR ADVICE.** The Donor (or any person nominated by the Donor and acceptable to the Charity) may from time to time submit recommendations to the Charity concerning the distribution of income and principal (to the extent not disbursed pursuant to paragraph 2) exclusively for general charitable uses and purposes, either within or without the State of Georgia. Such recommendations are not binding on the Charity and may be accepted or rejected, in whole or in part, by the Charity in its sole and absolute discretion.



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- 5. COSTS OF ADMINISTRATION.** The Charity shall charge fees to the Fund in accordance with the Fee Schedule adopted from time to time by the Charity's Board of Directors. The Fee Schedule in effect as of the date of this Agreement as Appendix A.
- 6. COMPONENT PART AND DONOR ADVISED FUND.** It is intended that the Fund shall be a component part of the Charity as defined in Section 1.170A-9(f)(11) of the Income Tax Regulations and that nothing in this Agreement shall affect the status of the Charity as an organization (i) described in Section 501(c)(3) of the Code and (ii) which is not a private Charity within the meaning of Section 509(a) of the Code. The Fund shall meet the requirements of a donor advised fund under Section 4966 of the Code. Among other things, the Fund shall not (i) make distributions to individuals, private non-operating Charities, certain supporting organizations or to any organization for a non-charitable purpose; (ii) maintain excess business holdings as described under Section 4943(e) of the Code; (iii) engage in excess benefit transactions as described under Section 4958 of the Code or (iv) provide prohibited benefits as described under Section 4967 of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and to conform to the requirements of the foregoing provisions of the Federal tax laws and any regulations issued thereunder.
- 7. GEORGIA LAW.** The Fund created by this Agreement shall be administered in and under the laws of the State of Georgia, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Georgia.
- 8. VARIANCE POWER.** The Fund is protected from obsolescence. If, in the sole judgment of the Board of Directors of the Charity, the purposes for which the Fund was created ever become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by the Charity, the Charity's Board of Directors shall modify any restriction or condition on the use or distribution of the income and principal of the Fund.



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**IN WITNESS WHEREOF**, the Donor and the Charity have executed this Agreement as of the date first above written.

**BY:**

\_\_\_\_\_  
DONOR 1 SIGNATURE TITLE

\_\_\_\_\_  
DONOR 1 PRINT NAME DATE

\_\_\_\_\_  
DONOR 2 SIGNATURE TITLE

\_\_\_\_\_  
DONOR 2 PRINT NAME DATE

**SDG Impact Fund:**

\_\_\_\_\_  
TONY SUBER | EXECUTIVE DIRECTOR DATE

<p><b>Mail Completed Agreement To:</b> SDG Impact Fund Attn: Tony Suber 475 E. Main Street #154 Cartersville, GA 30121</p>
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