

**Non-Endowed Donor Advised Fund**  
**with an Advisory Committee**  
**in the South Carolina Christian Foundation**

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Hugh H. Brantley  
President  
South Carolina Christian Foundation  
198 White Star Point  
P O Box 2397  
Spartanburg, SC 29306

Dear Hugh:

It is my intention to convey certain properties to the South Carolina Christian Foundation (the "Community Foundation"). This conveyance will constitute an outright contribution by me to the Foundation to be used in carrying out its general charitable purposes. The Fund shall be held and distributed upon the following terms and conditions.

1. A fund shall be established as a component fund of the Community Foundation which shall be known as the \_\_\_\_\_ **Fund** (The Fund).
2. Distributions from the Fund of the income and/or principal shall be made at such times, in such amounts, in such ways and for such charitable and worthy public purposes as the Community Foundation shall determine. An Advisory Committee shall be allowed from time to time to submit to the Foundation recommendations with respect to distributions, which recommendations we understand shall be solely advisory and shall not be binding upon the Foundation. The advisory Committee shall consist of \_\_\_\_\_ **and** \_\_\_\_\_. Persons who are designated as having advisory status are the 'Advisory Committee' of the Fund. The Advisory Committee appoints \_\_\_\_\_ as spokesperson to communicate with the Foundation.
3. The Fund shall be used only for charitable and worthy public purposes (including any combination of such purpose and administrative purposes) in furtherance of the purposes of the Community Foundation either directly by the Community Foundation or by contributions to other organizations for such purpose or purposes.
4. The Fund shall include the property delivered by the Donor, such property as the Donor may from time to time transfer to the Community Foundation subsequently for inclusion in the Fund, such property as may from time to time be received by the Community Foundation from any other source and accepted by it for inclusion in the Fund, and all undistributed income from the foregoing property (hereinafter referred to as the 'fund estate').

5. The Fund shall be the property of the Community Foundation and shall not be deemed a fund held by it in a trustee capacity. The Community Foundation shall have the ultimate authority and control over all property in the Fund, and the income derived therefrom, for the charitable and worthy public purposes of the Community Foundation.
6. The Community Foundation shall hold, manage, invest, and reinvest the fund estate, shall collect the income for charitable purposes, in accordance with the provision specified in the governing instruments of the Community Foundation, as from time to time amended, and as determined by the Board of Trustees of the Community Foundation (the 'Board'), all of which are hereby incorporated by reference and conclusively assented to and adopted. The determination of the Board shall prevail in case of conflict between the sources.
7. The Community Foundation shall withdraw from the Fund an amount determined by its Board from time to time, as reasonable and proper compensation for its services and expenses in administering the Fund. Fees are calculated and deducted quarterly.
8. The Donor, the Advisory Committee and the Board of the Community Foundation shall be bound and governed by the Procedures for Operation of Advised Funds as the same may be prescribed by the Community Foundation, including any amendments thereof. The Fund shall be administered under and subject to the Procedures for Operation of Advised Funds as the same may be prescribed by the Community Foundation, including any amendments thereof.
9. The Fund shall not be subjected by the Donor, either directly or indirectly, to any material restriction or condition as described in the regulations under Section 170 of the Internal Revenue Code of 1986, as amended.
10. Nothing in this Agreement shall affect the status of the Community Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as an organization which is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code of 1986, as amended. This Agreement shall be interpreted in a manner consistent with the foregoing intentions and so as to conform to the requirement of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Community 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, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

Donor – \_\_\_\_\_ Fund

By: \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_\_

South Carolina Christian Foundation

By: \_\_\_\_\_  
 Hugh H. Brantley, President